Mark Henry Ryan Dennard Kevin O'Brien Stephen Holmes Ken Clark
County Judge Commissioner, Precinct 1 Commissioner, Precinct 2 Commissioner, Precinct 3 Commissioner, Precinct 4

AGENDA August 6, 2013 – 1:30 PM

CONSENT AGENDA: ALL ITEMS MARKED WITH A SINGLE ASTERISK (*) ARE PART OF THE CONSENT AGENDA AND REQUIRE NO DELIBERATION BY THE COMMISSIONERS COURT. ANY COMMISSIONERS COURT MEMBER MAY REMOVE AN ITEM FROM THIS AGENDA TO BE CONSIDERED SEPARATELY.

In accordance with the provisions of the Americans with Disabilities Act (ADA), persons in need of a special accommodation to participate in this proceeding shall, within three (3) days prior to any proceeding contact the County Judge's office at 722 Moody, Galveston, Texas 77550 (409) 766-2244.

REGULARLY SCHEDULED MEETING

Call to Order

Invocation and Pledge of Allegiance

Consent Agenda

- *1. Submitted by Auditor's Office:
 - a. Approval of Accounts Payable Checks dated 7/30/13 and 8/6/13.
 - b. Order for Payroll period ending 7/31/13 Bi-Weekly #16.
 - c. Order for Supplemental Payroll period ending 7/31/13 Bi-Weekly #16.
 - d. Condensed Condition of Funds Statement for 5/31/13.
 - e. Internal Audit Report of Justice of the Peace, Precinct 1 for period 3/1/12 2/28/13 including response letter from Honorable James Schweitzer.
 - f. Order for Indigent Healthcare Fund payments made by Boon Chapman for month ending 5/31/13.
 - g. Order for Indigent Healthcare Fund payments made by Boon Chapman for month ending 6/30/13.
 - h. Order for monthly health insurance claims made by Boon Chapman for month

ending 6/30/13.

- i. Order for monthly workers' compensation claims made by The Littleton Group for month ending 6/30/13.
- *2. Receive and file *Summary of Bi-Weekly Personnel Movements pay period #15, July 4 17, 2013* submitted by Human Resources.
- *3. Receive and file *Notice pursuant to H.B. 3059, Section 366.005 of Texas-New Mexico Power Company providing utility service to Galveston County* submitted by the County Judge.
- *4. Consideration of a *Resolution honoring Robert Bullacher for his many years of dedicated service to the County of Galveston* submitted by County Legal.
- *5. Receive and file *Order Setting Bond for the Treasurer of Galveston County Emergency Services District No. 2* submitted by County Legal.
- *6. Receive and file *Certification for Continuing Education Credit for Commissioner Ken Clark* submitted by County Clerk.
- *7. Consideration of ratifying the reappointment of James McWhorter representative of Mainland Cities and reappointment of Judge Ray Holbrook representative of Commissioners Court to the Gulf Coast Water Authority for a term ending August 31, 2015 submitted by County Judge.
- *8. Receive and file *Galveston County Emergency Services District No. 1 Audit Report* (2012) submitted by the County Judge.
- *9. Receive and file notice to the Department of Motor Vehicles on Impostiion of Optional Fees for calendar year 2014 submitted by the County Judge.
- *10. Receive and file *Galveston County Title VI Review* desk audit submitted by the County Judge.
- *11. Receive and file *FY2012 Annual Audit and report for Galveston County Emergency Communication District* submitted by the County Judge.
- *12. Receive and file *certificate provided by Judge Randall as verification that she has completed the required Open Meetings Training* submitted by the Director of Justice Administration.
- *13. Receive and file *request of extension of application deadline for Juror Donation Plan* submitted by the Director of Justice Administration.
- *14. Consideration for approval of Contract for Election Services with Tara Glen MUD

- submitted by County Clerk.
- *15. Consideration of *authorization to dispose of Salvage or Surplus Property* submitted by the Purchasing Agent.
- *16. Consideration to *cancel and authorize a re-bid on the following BID* submitted by the Purchasing Agent:
 - a. Bid #B122035 Cement Stabilized Crushed Concrete
- *17. Receive and file Amendment Number1 to the LIRAP Contract 582-12-20283 with the Texas Commission on Environmental Quality submitted by the Director of Community Services.
- *18. Receive and file Amendment Number 6 to the LIP Contract 582-8-89961 with the Texas Commission on Environmental Quality submitted by the Director of Community Services.
- *19. Receive and file *FY2013 Third Quarter Investment Report for April 2013- June 2013* submitted by the County Treasurer.
- *20. Consideration for *approval of VMWare Vcenter server license* submitted by Information Technology.
- *21. Consideration for *approval of renewal software maintenance for Storagetek SL500 tape library* submitted by Information Technology.
- *22. Consideration for *approval of software maintenance renewal for Barracuda Web Filter* submitted by Information Technology.
- *23. Consideration of authorizing the grant application to the General Land Office for the Coastal Erosion Planning and Response Act (CEPRA) Cycle 8 for the Beneficial Use of Dredged Material-Rollover Bay Reach of GIWW as submitted by the Grants Manager.
- *24. Consideration of authorizing the grant application to the General Land Office for the Coastal Erosion Planning and Response Act (CEPRA) Cycle 8 for the Engineering Analysis of Submerged Structures Leveraging CIAP as submitted by the Grants Manager.
- *25. Consideration of authorizing the grant application to the Texas General Land Office for the Coastal Erosion Planning and Response Act (CEPRA) Cycle 8 for the North Jetty Sand Search Investigation Leveraging CIAP as submitted by the Grants Manager.
- *26. Consideration of authorizing the grant application to the U.S. Department of Justice for the 2013 Justice Assistance Grant as submitted by the Grants Manager.

*27. Consideration of *requests for Tax Refunds in Excess of \$2,500.00* requested by the Tax Assessor/Collector:

a.	Account Number	Amount	Reason
	2355-0000-0037-000	\$2,985.79	Overpayment
	2965-0166-0009-000	\$2,596.90	Overpayment
	5320-0287-0001-000	\$4,328.78	Overpayment
	5568-0002-2004-000	\$5,030.67	Overpayment
	5911-0002-0020-000	\$3,039.86	Overpayment
	6595-0000-0002-000	\$4,772.83	Overpayment
	8600-0565-4254-000	\$3,752.74	Overpayment

- *28. Consideration of granting authority to County Judge to sign Trustee's Deeds on the following tax foreclosed properties (deferred items from the July 9, 2013 agenda):
 - a. <u>CAD#:</u> 2855-0000-0015-000
 - b. **CAD#:** 1900-0006-0002-001

Action Agenda

29. County Clerk

- a. Consideration and approval of "core" Election Day countywide vote center polling places for November elections in Odd-Numbered Years.
- b. Consideration and approval of Early Voting Polling Locations for November elections of Odd-Numbered Years.

30. County Engineer

a. Consideration of application from Barbara Kathleen Hollis, executrix of Charles H. Homes Estate to convey portions of Lots 132, 133, 134 and 135 of Emerald Beach in Crystal Beach by metes and bounds without revising the plat.

31. County Judge

- a. Consideration of authorizing the County Judge to instruct Boon-Chapman to file a claim on behalf of Galveston County in a class action settlement with GlaxoSmithKline (GSK) concerning allegations that GSK violated state law by delaying the availability of generic versions of the patented drug Flonase.
- b. Consideration of removing 10% promotion policy from the HR Policy Manual (Policy HR009-Salary Administration Policy).

32. County Legal

- a. Public Hearing on the County Clerk's Proposed Records Archive Fee Established under §118.025 and §118.0011(f) of the Texas Local Government Code Submitted by the County Clerk.
- b. Consideration of Adoption of the County Clerk's Proposed Records Archive Fee Established under §118.025 and §118.0011(f) of the Texas Local Government Code Submitted by the County Clerk.
- c. Public Hearing on the District Clerk's Proposed Records Archive Fee Established under §51.305 of the Texas Government Code Submitted by the District Clerk.
- d. Consideration of Adoption of the District Clerk's Proposed Records Archive Fee Established Under §51.305 of the Texas Government Code Submitted by the District Clerk.
- e. Consideration of Memorandum of Understanding Between the Texas General Land Office and the County of Galveston submitted by County Legal.
- f. Consideration of whether to authorize execution of proposed contract with Xerox for copier/printer equipment and related services pursuant to acceptance of Xerox's bid in response to Request for Proposal RFP#B1 22034 or to cancel acceptance of Xerox's bid and to accept bid from alternate bidder.
- g. Consideration of authorization to execute an Interlocal Agreement between Galveston County and Lubbock County, acting through the Regional Defender for Capital Cases.

33. Emergency Management

a. Consideration of adopting Order Designating Auxiliary Courts, Auxiliary County Buildings, and Auxiliary County Seats.

34. Housing Department

a. Consideration of approval for the County's Purchasing Agent to run a RFP for soliciting Round 2 CDBG-DR Multi-Family projects.

35. Parks & Senior Services

a. Consideration of authorizing County Judge to execute Memorandum of Understanding between 6th Civil Support/Weapons of Mass Destruction (WMD) and Galveston County/Department of Parks and Senior Services for a license to use Fort Travis Seashore Park for a training exercise, submitted by County Legal on behalf of Parks and Senior Services.

36. **Professional Services**

- a. Update on Round 1 and Round 2.2 presented by CDBG Project Coordinator.
- b. Consideration of approval of FEMA projects and engineers as needed and update presented by the Grants Manager.
- c. Consideration to allow County Judge to sign CDBG Round 2.2 Contract between the General Land Office (GLO) and Galveston County submitted by the CDBG Project Coordinator.
- d. Consideration of execution of a Project Cooperation Agreement, contract no. 13-376-000-7759, CEPRA award no. 1519 with the Texas General Land Office for the previously completed beneficial use of dredged material project dredged from the Gulf Inter-coastal waterway in the Gilchrist area, in cooperation with the U.S. Army Corp of Engineers, authorize the County Judge to sign all necessary project documents submitted by the Grants Manager.
- e. Consideration of Budget Amendments:
 - 13-067-0806-A
 Justice Court Precinct #8-1 Request for an intra-departmental transfer from Supplies and Materials to Travel and Education to fund expenditures through the end of fiscal year 2013.
 - 13-068-0806-B
 Juvenile Justice Request for an inter-departmental transfer from
 Juvenile Justice Placement Services to Juvenile Justice Administration Auto Fuel Expense to fund expenditures through the end of fiscal year
 2013.
 - 3. **2010 and 2011 Justice Assistance Grants -** Budget Amendments.
 - 4. **CDBG Non-Housing Grant Administration** Budget Amendment.
 - 5. **Juvenile Justice State Aid "A" Grant FY2013 -** Budget Amendment.
 - 6. **2010 Urban Area Security Initiative Grant-** Budget Amendment-closing of grant.

37. **Purchasing**

- a. Consideration for authorization of the following Bid:
 - 1. Bid #B131021 Galveston County Justice Center Generators

38. Road and Bridge

a. Consideration of setting a public hearing for August 20, 2013 on the proposed change in the speed limit on Algoa Friendswood as required by Texas Transportation Code sections 251.152 & 251.159(d) & (e), submitted by County Legal.

39. <u>Tax Assessor-Collector</u>

a. Request for Waiver or Refund of Penalty and Interest by the Tax Assessor Collector:

1.	Name Manuel Chavarria IV	<u>Account</u> 3510-0110-3014-001	Year 2007 2008 2009 2010 2011 2012	Amount \$ 404.86 \$ 589.86 \$ 822.66 \$ 817.68 \$ 446.19 \$ 214.40
2.	Regina Lewis	5859-0000-0080-000	2012	\$ 767.30
3.	Ronald Brown	2367-0002-0056-000	2012	\$ 13.24
4.	Kathleen Smith	7145-0000-0068-000	2011	\$ 320.87
5.	Suzanne Gustafson	8400-0162-0093-005	2011	\$9.47
6.	Susan Anderson	5867-0005-0005-000	2010 2011	\$ 2,220.22 \$ 518.33
7.	Formosa Realty LLC	0019-0091-0000-000	2011 2012	\$ 7,726.03 \$ 3,930.00
8.	Walter Gamble	6105-0000-0018-000	2011 2010	\$ 395.28 \$ 657.00
9.	John Bauer	5474-0000-0001-100	2012	\$ 261.40
10.	Dick Bonner & Kristine Garbo	5880-0000-0028-000	2011	\$ 70.83
11.	Jerry & Patricia Williams	3854-0192-0004-000	2012	\$ 683.85

12.	Ronak Amin	7205-0000-0151-001	2011	\$ 177.71
		7205-0000-0151-002	2011	\$ 88.91
		7205-0000-0151-004	2011	\$ 156.59
		8600-0425-2923-001	2011	\$ 56 13

Adjourn

WORKSHOP AGENDA

1. Budget follow-up and discussion.

Appearances before Commissioners Court

A speaker whose subject matter as submitted relates to an identifiable item of business on this agenda will be requested by the County Judge or other presiding court members to come to the podium where they will be limited to three minutes (3). A speaker whose subject matter as submitted does not relate to an identifiable item of business on this agenda will be limited to three minutes (3) and will be allowed to speak before the meeting is adjourned. Please arrive prior to the meeting and sign in with the County Clerk.

AGENDA ITEM #1.d.

GALVESTON COUNTY, TEXAS

CONDENSED CONDITION OF FUNDS STATEMENT AT May 31, 2013 (in 000's)

	Annually-Budgeted Funds				All Other	
	Ger	neral Fund	Ot	her Funds	Funds	
Assets and Other Debits						
Cash and Equivalents	\$	75,906	\$	43,374	\$	53,512
Investments		-		-		8,125
Receivables, Net		12,830		3,032		12,486
Capital Assets		•		-		465,393
Other Assets		198		835		1,052
Other Debits		-		-		328,968
Total Assets and Other Debits	\$	88,934	\$	47,241	\$	869,536
Liabilities, Equity and Other Credits						
Liabilities:						
Accounts and Other Payables	\$	269	\$	3,066	\$	3,794
Other Liabilities		9,586		2,680		4.154
Payable - Restricted Assets		337		36		19,610
Bonds and Long-Term Payables		_		-		328,968
Total Liabilities		10,192		5,782	-	356,525
Equity		78,742		41,459		47,617
Other Credits		-		-		465,393
Total Liabilities, Equity and Other Credits	\$	88,934	\$	47,241	\$	869,536

CONDENSED BUDGET STATEMENT AT May 31, 2013 (in 000's)

	Annually-Budgeted Funds						All Other			
	General Fund				Other Funds			• Funds		
		Budget		Actuals		Budget		Actuals		Actuals
Revenues and Sources	\$	117,186	\$	105,171	\$	70,435	\$	51,062	\$	11,596
Expenditures and Uses		136,182		69,621		96,070		49,657		26,448
Net		(18,996)		35,550	***************************************	(25,635)		1,405		(14,852)
Equity & Other Credits, Beginning of Year		43,191		43,191		40,054		40,054		527,862
Residual Equity Transfers In		-		-		-		_		· -
Residual Equity Transfers Out		-		_		_		_		_
Equity & Other Credits, End of Year	\$	24,195	\$	78,742	\$	14,419	\$	41,459	\$	513,010

Amounts are expressed in thousands of dollars.

This data is unaudited and is presented pursuant to Texas Local Government Code §114.023.

Randall Rice, CPA, Galveston County Auditor, P.O. Box 1418, Galveston, Texas 77553-1418.

Detailed financial information is available on our Internet web site

http://www.galvestoncountytx.gov/ao/Pages/FinancialReports.aspx/,

at the County Auditor's Office at 722 Moody, 4th Floor, Galveston, Texas, 77550.

AGENDA ITEM #1.e.



THE COUNTY OF GALVESTON

COUNTY AUDITOR'S OFFICE P.O. Box 1418 GALVESTON, TEXAS 77553

County Auditor
Randall Rice CPA
CITP CISA CIO CBM DABFA CGMA

Ron Chapa CPA First Assistant, Director of Auditing

Jeff Modzelewski CPA First Assistant, Director of Accounting

Latoya Jordan First Assistant, I.T. Systems

August 6, 2013

Honorable Judge Mark A. Henry and Members of the Commissioners' Court

Honorable Judge and Members of the Court:

Attached for your consideration is the internal audit report of Justice of the Peace, Precinct 1. The audit covered the period March 1, 2012 through February 28, 2013. Also attached is the response letter from Honorable James Schweitzer, dated July 16, 2013.

Sincerely,

Randall Rice CPA County Auditor

cc: Honorable Judge James Schweitzer

Attachment: Justice of the Peace, Precinct 1 Audit Report

Response Letter, Judge James Schweitzer



Justice of the Peace, Precinct 1 Audit May 21, 2013

Galveston County Internal Audit Division

Randall Rice CPA CITP CISA CIO CBM DABFA CGMA County Auditor

executive Summan	/1
ntroduction	2
Details	3-8

Executive Summary

Reliability and Integrity of Information (page 3)

- Nothing came to our attention during the audit to cause us to doubt the overall reliability and integrity of the information. However, controls over recordkeeping and reporting can be improved by implementing the following recommendation:
 - The judgment date should be recorded as the day a judgment or sentence is made on the case.

Safeguarding of Assets (page 4)

- The Court's management over its assets can be improved by implementing the following recommendations:
 - Properly prepare and submit the bond bank account reconciliation to the Auditor's Office by the 15th of the following month.
 - Escheat stale outstanding checks to the State Comptroller if the amount of the check is over \$100; escheat the checks to the County Treasurer if the amount of the check is less than \$100.

Compliance with Statutes, Policies, and Procedures (page 5-6)

- The Court should comply with the statutes and Court policies by implementing the following recommendations:
 - The Court should deposit collections in the bank daily or a minimum of twice a week.
 - The Court should utilize the Net Data pro rate feature when collecting partial payments.
 - When voiding a receipt, include an explanation for the void and two clerk signatures on the receipt.
 - The judge should implement the auditor's recommendations. If not implemented, the indemnification policy may not be exercised in the event of loss of funds.

General Information (pages 7-8)

- The County's portion of the Justice of the Peace, Precinct 1's total annual cash collections were decreasing from FY2008 to FY2009 from \$226,520 to \$145,540 as a result of Hurricane Ike. Collections increased in FY2012 to \$164,970.
- The total annual case filings for Justice of the Peace, Precinct 1 have decreased from 2,997 in FY 2008 to 2,076 in FY 2009 due to Hurricane Ike. Case filings have increased since FY 2009 to 2,383 in FY 2012 but have not returned to the same level after the storm.

Introduction

The Internal Audit Division conducted an internal audit of the Justice of the Peace, Precinct 1, as required by Local Government Code §115.0035. The audit was requested by Judge James Schweitzer due to the loss of an employee from the Court staff. The internal audit covered the period March 1, 2012 through February 28, 2013. The audit was performed from April 5, 2013 through May 21, 2013.

The primary objectives of the internal audit are to provide reasonable assurance concerning:

- The reliability and integrity of the information.
- The safeguarding of assets.
- Compliance with laws, regulations, contracts, policies, plans, and procedures.

The scope of the internal audit encompassed the financial records and administrative procedures related to the Justice of the Peace, Precinct 1. The internal audit included, but was not limited to, the books, accounts, reports, dockets, and records of the Justice of the Peace, Precinct 1.

The internal audit included examining transactions on a test basis, and required exercising judgment in the selection of such tests. As the internal audit was not a detailed examination of all transactions, there is a risk that errors or fraud were not detected during the internal audit. The official therefore retains the responsibility for the accuracy and completeness of the financial information.

Because of certain statutory duties required of the County Auditor, we are not independent with regard to the Galveston County Justice of the Peace, Precinct 1, as defined by the AICPA professional standards. However, our internal audit was performed with objectivity and due professional care.

Tony Pompa, Internal Auditor I, performed the audit.

Reliability and Integrity of Information

Reliable information is accurate, timely, complete, and useful. In order to achieve this, controls over record keeping and reporting must be adequate and effective.

Record Keeping

Finding: The auditor found the Court was incorrectly recording the case judgment dates in the Net Data System.

Recommendation JP1-13-01: The judgment date should be recorded as the day a judgment or sentence is made on the case.

Separation of Duties

One of the most important internal controls is to have proper separation of duties. No one person should authorize a transaction, record a transaction, and have custody of the assets.

A proper separation of duties is sometimes difficult to establish due to the size of staff and budgetary constraints; however, there are compensating controls that can be implemented in different areas of the operations as listed below.

Dismissals

The Court's policy for dismissals requires the Judge's or the Assistant District Attorney's signature on the case jackets, authorizing the cases for dismissal. As a control to mitigate the possibility of invalid dismissals being entered, the Judge should review the "Net Data Dismissed Cases" report monthly and sign the report.

The auditor reviewed the dismissals recorded in Net Data to verify validity of the recording. It was found that dismissals were valid and authorized by the Judge. The Judge reviews the "Net Data Dismissed Cases" report monthly and signs the report as confirmation of the validity of the recorded dismissals.

Jail Time Credits

Per office policy, jail time credits (JTC) recorded in Net Data require the Judge's approval to grant jail time credits, a written plea from the defendant, and proof of the defendant serving jail time. As a control to mitigate the possibility of invalid JTC being entered, the Judge should review "Net Data Jail Time Collections" report monthly and sign the report.

The auditor reviewed the jail time credits recorded in Net Data to verify the validity of the recording and found that credits were valid. The Judge reviews the "Net Data Jail Time Collections" report monthly and signs the report as confirmation of the validity of the recorded jail time credits.

Safeguarding of Assets

Safeguarding of assets has three basic components: 1.) physical security of the collections, 2.) minimal exposure to loss, and 3.) proper management of the collections.

Physical Security

Physical security encompasses any method to physically secure the collections from loss. Collections not being used should be kept in a locked drawer/safe until they are needed.

As part of the audit, the auditor conducted a surprise cash count on April 9, 2013. All collections were accounted for at the time of the surprise cash count. The court has a safe, but it currently is not used as it needs to be serviced. Clerks are utilizing lockable desk drawers and lockable cash boxes inside their desk drawers to maintain security for their money before depositing.

Minimizing Exposure to Loss

Daily depositing is one of the best methods of minimizing exposure of collections to loss as well as providing the County with maximum benefit of the collections. The Court only accepts cash, cashier's checks and money orders. Cashier's checks and money orders are restrictively endorsed immediately upon receipt. The Court's policy is to deposit collections twice a week.

Management of Collections

Properly prepared and adequately supported bank reconciliations are one of the best methods of cash management available to any official. The reconciliation process identifies any discrepancies in the bond account and assists in preventing the misuse of funds. The Court maintains a bank account with funds solely pertaining to criminal bonds. The Judge is the only individual to sign the bond checks.

Finding: The Court is not performing monthly bank reconciliations.

Recommendation JP1-09-03: The Chief Clerk should prepare the monthly bank reconciliations and submit monthly as required. (*This is a finding from a prior audit.*)

Finding: There are stale outstanding checks in the bond account.

Recommendation JP1-08-06: Escheat the stale checks in compliance with the statutes. The case information for the stale checks has been researched by the Auditor and sent to the Court staff during the prior audit. (*This is a finding from a prior audit.*)

Compliance with Statutes, Policies, and Procedures

Except for the following, no instances were found in which the Court was not in compliance with the applicable laws, policies, contracts and procedures.

Deposit Statutes

LGC § 113.022 allows a maximum of five business days to deposit cash, checks or money orders received by County departments. CCP § 103.004 allows a maximum of five business days to deposit cash, checks or money orders received by County departments for "recognizance, bail bonds, fines, forfeitures, judgments, and jury fees." The Court's policy is to deposit collections twice weekly.

Finding: For this audit period, the Court clerks are not depositing daily collections according to statute LGC § 113.022 and CCP § 103.004. The Court clerks are not consistent with their office policy in depositing collections twice a week.

Recommendation JP1-09-02: Deposit collections twice a week to comply with the Court's policy. (*This is a finding from a prior audit.*)

Partial Payment Proration

According to Attorney General Opinion GA-147, 2004, Article 45.041 of the Code of Criminal Procedure (CCP) authorizes a Justice of the Peace to order a convicted defendant to pay costs and fines due either as a lump sum or in installments, but it does not preempt the application of the long-standing costs first allocation rule. Under the allocation rule, a county must allocate monies received from a defendant first to pay court costs and then to pay a fine. If monies received do not cover all of the court costs, then the monies must be allocated to court costs on a pro rata basis. If a Justice of the Peace has ordered installment payments, the total sum received must be allocated in accordance with the allocation rule.

Finding: The Court is inconsistent in allocating/prorating partial payments and the payments are being applied randomly to fees.

Recommendation JP1-09-04a: The Court staff should begin utilizing the "Pro Rate" feature in the Net Data System to pro rate court cost and fees when receiving the first payment that is less than total court costs and any other partial payments received thereafter. Net data's "Pro Rate" feature will not work on subsequent payments if the clerk fails to use the feature on the first payment. (*This is a finding from a prior audit.*)

Compliance with Statutes, Policies, and Procedures (continued)

Voided Transactions

The Court's procedure for voiding a receipt allows the clerk who received the payment to void the receipt, write the reason for the void and sign on the voided receipt. It also requires a second clerk to review the void for validity and sign the voided receipt.

Finding: The clerks were inconsistent in following the Court's procedure for voiding transactions. Some of the voided transaction receipts lacked either an explanation for the void or two clerk signatures.

Recommendation JP1-09-01a: Internal controls can be strengthened by requiring the clerks to comply with the Court's procedure. (*This is a finding from a prior audit.*)

Policy HR028-Indemnification of Elected and Appointed Officers

Section 157.903 of the Texas Local Government Code provides that the Commissioners' Court may, by order, provide for the indemnification of an elected or appointed county officer against personal liability for the loss of County funds, or loss of or damage to personal property, incurred by the officer in the performance of their official duties if the loss was not the result of the officer's negligence or criminal action. The County Auditor will investigate the circumstances of the loss including prior internal control audits, control procedures and actions taken of and by the requesting county officer.

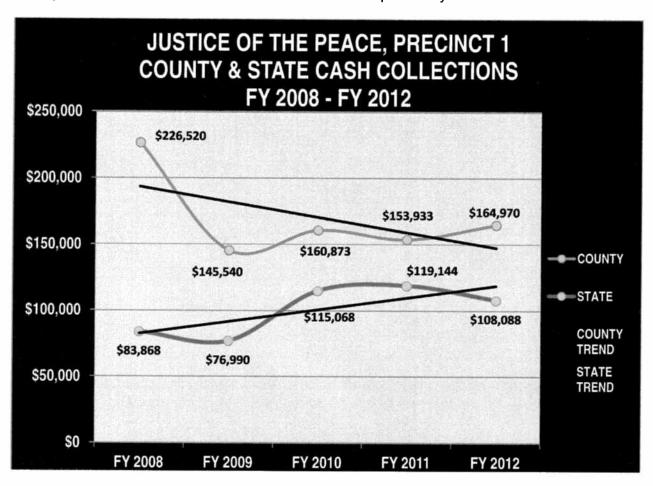
The Judge's response letter dated February 8, 2012 to the FY2012 audit report stated the Court had implemented and utilized the recommendations suggested.

Finding: There were several recommendations from the previous audits that have not been implemented.

Recommendation JP1-13-02: The Judge should implement the auditor's recommendations to increase the Court's internal controls. If not implemented, the indemnification of the elected official may not be exercised in the event of loss of funds.

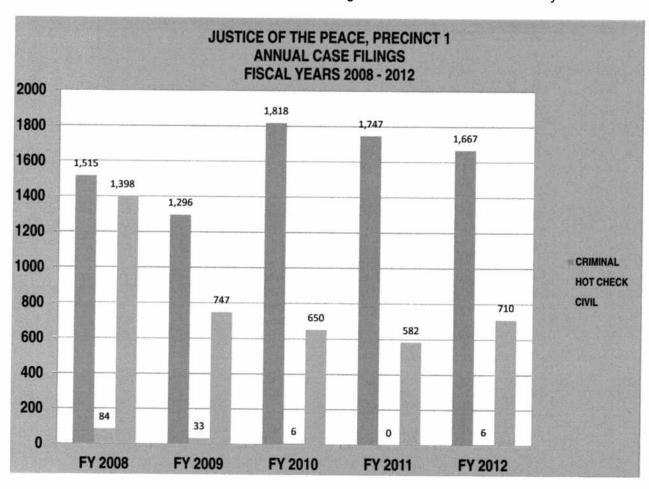
General Information

The County's portion of the Justice of the Peace, Precinct 1's total annual cash collections were decreasing from FY2008 to FY2009 from \$226,520 to \$145,540 as a result of Hurricane Ike. Collections increased in FY2012 to \$164,970. The chart below illustrates the total annual County and State cash collections of this Court over the past five years.



General Information (continued)

The total annual case filings for Justice of the Peace, Precinct 1 have decreased from 2,997 in FY 2008 to 2,076 in FY 2009 due to Hurricane Ike. Case filings have increased since FY 2009 to 2,383 in FY 2012 but have not returned to the same level after the storm. The chart below illustrates the criminal, civil and hot check case filings of this Court for the last five years.





THE COUNTY OF GALVESTON

COUNTY AUDITOR'S OFFICE P.O. Box 1418 GALVESTON, TEXAS 77553

County Auditor
Randall Rice CPA
CITP CISA CIO CBM DABFA CGMA

Ron Chapa CPA First Assistant, Director of Auditing

Jeff Modzelewski CPA
First Assistant, Director of Accounting

Latoya Jordan First Assistant, I.T. Systems

July 16, 2013

Honorable James Schweitzer Justice of the Peace, Precinct 1 1922 Sealy Galveston, Texas 77550

Re: Justice of the Peace, Precinct 1 FY 2013 Audit with the Court's Responses

Dear Honorable James Schweitzer:

The draft internal audit report on the Justice of the Peace, Precinct 1 that covered the period March 1, 2012 through February 28, 2013 was presented to you before final distribution. The following is a list of the Internal Audit's recommendations and the Court's responses to address the internal controls which the Court intends to adopt to satisfy the reported weaknesses. Also included is the effective date which the Court will adopt the internal controls.

The Court concurs with all recommendations. Listed below are the recommendations with the related response:

Recommendation JP1-13-01: The judgment date should be recorded as the day a judgment or captence is made on the case

The Court staff will begin recording the judgment date as noted.

Recommendation JP1-09-03: The Chief Clerk should prepare the monthly bank reconciliations and submit monthly as required. (*This is a finding from a prior audit.*)

The Court has requested additional training for the Court staff. Internal Audit has reconciled the bond account through May 2013. The Court will implement immediately after training.

Justice of the Peace, Precinct 1 July 11, 2013 Page 2

Recommendation JP1-08-06: Escheat the stale checks in compliance with the statutes. The case information for the stale checks has been researched by the Auditor and sent to the Court staff during the prior audit. (*This is a finding from a prior audit.*)

The Court will complete escheatment of the stale checks.

Recommendation JP1-09-02: Deposit collections twice a week to comply with the Court's policy. (*This is a finding from a prior audit.*)

Due to minimum resources, the Court has adopted a policy to deposit weekly, effective immediately.

Recommendation JP1-09-04a: The Court staff should begin utilizing the "Pro Rate" feature in the Net Data System to pro rate court cost and fees when receiving the first payment that is less than total court costs and any other partial payments received thereafter. Net data's "Pro Rate" feature will not work on subsequent payments if the clerk fails to use the feature on the first payment. (This is a finding from a prior audit.)

Beginning July 1, 2013, the Court staff has begun requiring all court costs to be collected initially and the remaining fine balance in installments.

Recommendation JP1-09-01a: Internal controls can be strengthened by requiring the clerks to comply with the Court's void procedure. (*This is a finding from a prior audit.*)

The Court will implement immediately.

Recommendation JP1-13-02: The Judge should implement the auditor's recommendations to increase the Court's internal controls. If not implemented, the indemnification of the elected official may not be exercised in the event of loss of funds.

The Court will implement recommendations as noted above.

Please provide your signature below if the above information is correct and accurate. The Auditor's Office would like to thank Honorable James Schweitzer and his staff for their time and assistance in this matter.

Sincerely,

Randall Rice CPA County Auditor Honorable James Schweitzer Justice of the Peace, Precinct 1

AGENDA ITEM #1.f.



ORDER

On this Galveston County, thereof present:	day of Texas convened in a re	, 20, the egular meeting wit	Commissioners' Court of h the following members
Kevin O'Brien Stephen Holm Ken Clark, Co	County Judge d, Commissioner, Precin d, Commissioner, Precin nes, Commissioner, Pre ommissioner, Precinct N livan, County Clerk	ct No. 2 cinct No. 3	
when the following p	roceedings, among othe	ers were had to-wit:	
the County Clerk ent the payment of the COUNTY COMMUN	er this Order in the min e monthly INDIGENT	utes of the Commis HEALTHCARE ON made by Boon	Auditor, it is ordered that ssioners' Court approving FUND of GALVESTON Chapman for the month \$40,882.73.
SECONDED BY COI	ON OF THE COUNTY MMISSIONER, , 20wit	the above	AND order was passed this favor thereof and
	County of Gal	eston, Texas	
	Mark Henry	, County Judge	
ATTEST:			RECOMMENDED:
Dwight D. Sullivan County Clerk			Randall Rice, CPA CITP CISA CIO CBM DABFA CGMA County.Auditor

AUDITOR'S OFFICE - ACCOUNTING DIVISION BOON CHAPMAN - PROSPERITY BANK 7432911 GALVESTON COUNTY-INDIGENT HEALTH CARE BANK RECONCILIATION (IFAS 2420-000000-1012330) May 31, 2013

	BA	LANCES	FER	THE BANK			
	BEG	INNING LANCE		DEPOSITS	WI	THDRAWALS	ENDING BALANCE
BANK	\$	740	\$	40,883.57	\$	•	\$ 40,883.57
DEPOSITS IN TRANSIT							
PRIOR MONTH							
		-					
CURRENT MONTH							-
OUTSTANDING CHECKS				-			-
PRIOR MONTH							
PRIOR MONTH							
CURRENT MONTH		-				-	•
40,882.73	3					40,882.73	(40,882.73
ADJUSTMENTS	7					10,002.70	(10,002.75
1/4	_						12.
ADJUSTED BALANCES PER BANK	\$		\$	40,883.57	\$	40,882.73	\$ - - - - 0.84
ADJUSTED BALANCES PER BANK		LANCES		40,883.57 THE IFAS	\$	40,882.73	\$ - - - 0.84
ADJUSTED BALANCES PER BANK	BA BEGI	- LANCES INNING LANCE	PER			40,882.73 BURSEMENTS	0.84 ENDING BALANCE
IFAS	BA BEGI	INNING	PER	THE IFAS			ENDING
	BA BEGI BAI	NNING ANCE	PER '	THE IFAS RECEIPTS	DISI	BURSEMENTS	ENDING BALANCE
IFAS	BA BEGI BAI	NNING ANCE	PER '	THE IFAS RECEIPTS	DISI	BURSEMENTS	ENDING BALANCE
IFAS	BA BEGI BAI	NNING ANCE	PER '	THE IFAS RECEIPTS	DISI	BURSEMENTS	ENDING BALANCE
IFAS	BA BEGI BAI	NNING ANCE	PER '	THE IFAS RECEIPTS	DISI	BURSEMENTS	ENDING BALANCE
IFAS	BA BEGI BAI	NNING ANCE	PER '	THE IFAS RECEIPTS	DISI	BURSEMENTS	ENDING BALANCE
IFAS	BA BEGI BAI	NNING ANCE	PER '	THE IFAS RECEIPTS	DISI	BURSEMENTS	ENDING BALANCE





Statement Date

5/31/2013 7432911

Account No

Page 1 of 3

GALVESTON COUNTY GALVESTON COUNTY TREASURER INDIGENT HEALTH CARE 722 MOODY AVE 4TH FL **GALVESTON TX 77550-2317**

334

STATEMENT SUMMARY

Public Fund Contractual Ckg w Int Account No 7432911

05/01/2013 Beginning Balance

2 Deposits/Other Credits

\$0.00 \$40,883.57

0 Checks/Other Debits

\$0.00

05/31/2013 **Ending Balance**

Days in Statement Period

\$40,883.57

DEPOSITS/OTHER CREDITS

Date	Description	
05/31/2013 05/31/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd IHC Cks 10428-10480 Accr Earning Pymt Added to Account	Amount \$40,882.73 \$0.84

DAILY ENDING BALANCE

Date	Balance	<u>Date</u> <u>Balance</u>	<u>Date</u> <u>Balance</u>
05/01	\$0.00	05/31 \$40,883.57	

EARNINGS SUMMARY

Below is an itemization of the Earnings paid this period.

Interest Paid This Period

\$0.84

Annual Percentage Yield Earned

0.75 %

Interest Paid YTD

\$0.84

Days in Earnings Period

31

Earnings Balance

\$1,318.80



900

Galv Cnty Production Verbose DETAILED TRIAL BALANCE 05/01/2013-05/31/2013 Page 1 FRI, JUL 05, 2013, 4:08 PM ---req: GREEND----leg: GL JL---loc: AUDITOR---job: 3713849 #J1463--pgm: GL501 <1.80> rpt id: GLTBAL01

SELECT Fund: 2420@; Object Code: 1012330
L9 Fnd C Ct Title

Lg Fnd C Ct Title == =================================
St Tr FCAT Fund Typ FUND Communit A 1 2 2420 Transaction Decription ===================================
Function Sub Funct
Func DEPART DIVISION DIRECTO 1 Tedit Balance 2

AGENDA ITEM #1.g.



ORDER

On this	_ day ofs convened in a reg	, 20, the (jular meeting with	Commissioners' Court of n the following members
Kevin O'Brien, Cor Stephen Holmes, (ommissioner, Precinct mmissioner, Precinct Commissioner, Precir ssioner, Precinct No.	No. 2 nct No. 3	
when the following proceed	edings, among others	s were had to-wit:	
Upon recommendathe County Clerk enter the the payment of the m COUNTY COMMUNITY sending JUNE 30, 2013 the	is Order in the minute onthly <u>INDIGENT F</u> SERVICES DIVISION	es of the Commis HEALTHCARE <i>I</i> N made by Boon	FUND of GALVESTON Chapman for the month
UPON MOTION C SECONDED BY COMMIS DAY OF votes cast against.	OF THE COUNTY CO SSIONER,, 20with	OMMISSIONER_ the above votes cast in	AND order was passed this favor thereof and
	County of Galves	ston, Texas	
	Mark Henry, C	County Judge	
ATTEST:			RECOMMENDED:
Dwight D. Sullivan County Clerk			Randall Rice, CPA CITP CISA CIO CBM DABFA CGMA COUNTY Auditor

AUDITOR'S OFFICE - ACCOUNTING DIVISION BOON CHAPMAN - PROSPERITY BANK 7432911 GALVESTON COUNTY-INDIGENT HEALTH CARE BANK RECONCILIATION (IFAS 2420-000000-1012330) June 30, 2013

		DI LIVELD I EI		IE BANK			1000	
		EGINNING BALANCE		DEPOSITS	и	THDRAWALS		NDING LANCE
BANK	\$	40,883.57	\$	41,223.19	\$	82,104.24	\$	2.52
DEPOSITS IN TRANSIT	┙							
PRIOR MONTH								
CURRENT MONTH		•		æ.				
OUTSTANDING CHECKS	Ī							
PRIOR MONTH	_							
40,882.73		(40,882.73)				(40,882.73)		-
CURRENT MONTH								-
ADJUSTMENTS						12 %		-
ADJUSTMENTS	_							-
								•
								-
ADJUSTED RALANCES PER BANK	¢	0.94	•	A1 222 10	•	41 221 51	•	2.52
ADJUSTED BALANCES PER BANK	\$	0.84	\$	41,223.19	\$	41,221.51	\$	2.52
ADJUSTED BALANCES PER BANK		0.84			\$	41,221.51	\$	2.52
ADJUSTED BALANCES PER BANK	BA BE	W.	RTI			41,221.51 SBURSEMENTS	EN	2.52 DING
IFAS	BA BE	LANCES PE	RTI	HE IFAS			EN	DING
	BA BE B	ALANCES PE EGINNING PALANCE	RTI	HE IFAS RECEIPTS	DIS	SBURSEMENTS	EN BAI	DING LANCE
IFAS	BA BE B	ALANCES PE EGINNING PALANCE	RTI	HE IFAS RECEIPTS	DIS	SBURSEMENTS	EN BAI	DING LANCE
IFAS	BA BE B	ALANCES PE EGINNING PALANCE	RTI	HE IFAS RECEIPTS	DIS	SBURSEMENTS	EN BAI	DING LANCE
IFAS	BA BE B	ALANCES PE EGINNING PALANCE	RTI	HE IFAS RECEIPTS	DIS	SBURSEMENTS	EN BAI	DING LANCE
IFAS	BA BE B	ALANCES PE EGINNING PALANCE	RTI	HE IFAS RECEIPTS	DIS	SBURSEMENTS	EN BAI	DING LANCE



Statement Date

6/30/2013

Account No

7432911

Page 1 of 4

GALVESTON COUNTY
GALVESTON COUNTY TREASURER
INDIGENT HEALTH CARE
722 MOODY AVE 4TH FL
GALVESTON TX 77550-2317

310

1

Traveling with your Prosperity Debit Card?

When you travel, such as out of state or out of the country, it is important to tell us when and where you are traveling. We have a number of systems in place to help minimize debit card fraud. If we suspect fraudulent transactions on your card, we must act quickly. If we cannot contact you, we may temporarily stop access to your card to protect your account. To ensure uninterrupted use while traveling, call your local banking center and provide us with your travel information. If your card stops working while you are traveling, please call our Customer Service Center at (800) 531-1401. Representatives are available Monday through Friday from 7AM to 7PM and on Saturday from 9AM to 5PM. You may also contact our Lost/Stolen Card Hotline at (800) 684-2132 where representatives are available 24/7.

STATEMENT SUMMARY Public Fund Contractual Ckg w Int Account No 7432911 06/01/2013 Beginning Balance \$40,883.57 2 Deposits/Other Credits + \$41,223.19 2 Checks/Other Debits \$82,104.24 06/30/2013 Ending Balance 30 Days in Statement Period \$2.52

Date Description Amount 06/28/2013 Internet Trf Deposit IB TR EPOM ACCT *1/31 Ed Hith Ckr 10/81 1055 541 221 51

06/28/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd Hlth Cks 10481-1055	\$41,221.51
06/30/2013	Accr Earning Pymt Added to Account	\$1.68

OTHER DEBITS				
Date	Description	Amount		
06/03/2013	Wire Transfer WIRE OUT Boon Chapman	\$40,882.73		
06/28/2013	Wire Transfer WIRE OUT Boon Chapman	\$41,221.51		

DAILY EN	DING BALANCE				
Date	Balance	Date	Balance	Date	Balance
06/01	\$40,883.57	06/28	\$0.84		
06/03	\$0.84	06/30	\$2.52		







GALVESTON COUNTY

Statement Date

6/30/2013

Account No

7432911

Page 2 of 4

EARNINGS SUMMARY				
×	**	Below is an itemization of th	ne Earnings paid this period. **	
Interest Paid This Period		\$1.68	Annual Percentage Yield Earned	0.75 %
Interest Paid YTD		\$2.52	Days in Earnings Period	30
			Earnings Balance	\$2,726.36

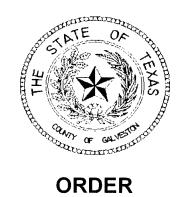
Galv Cnty Production Verbose DETAILED TRIAL BALANCE 06/01/2013-06/30/2013 Page 1 MON, JUL 15, 2013, 3:35 PM ---req: GREEND----leg: GL JL---leg: AUDITOR---jcb: 3716069 #J2365--pgm: GL501 <1.80> rpt id: GLTBAL01

SORT ORDER: Primary Date within Object within End C Ct

SELECT Fund: 2420@ ; Object Code: 1012330

	41,221.51*	41,223.19*	** Fnd C Ct Total **	DR - CR
2.52*	41,221.51*	41,223.19*	* Object Total *	U R
2.52		1.68	714201 6/13INT Indigent Health	06/30/13 140785
0.84	41,221.51		IHC CLIAMS 10481-10553	06/28/13 JE00038967
41,222.35		41,221.51	IHC CLIAMS 10481-10553	06/28/13 JE00038967
0			Prior to 06/01/13	1012330 Prosprty - Indigent Health Car
		11 H H H H H H H H H H H H H H H H H H	6. 11. 11. 11. 11. 11. 11. 11. 11. 11. 1	
Balance	Credit	Debit	Transaction Decription	Object Date Primary Ref.
		11 14 14	E Communit A 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	GL 2420000000 Indigent Health Car Director of Communit A

AGENDA ITEM #1.h.



ORDER

On this Galveston County, thereof present:	day of Texas convened in a	, 20 regular meetii	the Commissioners' Court of ng with the following members
Kevin O'Brien Stephen Holn Ken Clark, Co	County Judge d, Commissioner, Pre d, Commissioner, Prec nes, Commissioner, P dommissioner, Precinct livan, County Clerk	cinct No. 2 recinct No. 3	
when the following p	roceedings, among ot	thers were had	to-wit:
the County Clerk ent the payments of the GALVESTON COUL DISTRICT NO.1 ma	ter this Order in the m e monthly <u>Health Ins</u> NTY HEALTH DISTI	inutes of the C surance Clain RICT, AND G an for the mon	ounty Auditor, it is ordered that ommissioners' Court approving of GALVESTON COUNTY, ALVESTON COUNTY ROAD th ending JUNE 30, 2013 the
UPON MOTION SECONDED BY CO DAY OF votes cast against.	ON OF THE COUNT MMISSIONER,, 20	Y COMMISSIC the with votes	ONERAND above order was passed this cast in favor thereof and
	County of G	alveston, Texa	3
	Mark Hen	ry, County Jud	ge
ATTEST:			RECOMMENDED:
Dwight D. Sullivan County Clerk			Randall Rice, CPA CITP CISA CIO CBM DABFA CGMA COUNTY Auditor

AUDITOR'S OFFICE - ACCOUNTING DIVISION BOON CHAPMAN - PROSPERITY BANK 7432671 GALVESTON COUNTY HEALTH PLAN

BANK RECONCILIATION (IFAS 6123-000000-1013603)

June 30, 2013

			V I	HE BANK					
		NNING ANCE		DEPOSITS	W	THDRAWALS	ENDING BALANCE		
BANK	\$	9.97	\$	918,254.44	\$	918,251.65	\$	12.76	
DEPOSITS IN TRANSIT									
PRIOR MONTH	<u> </u>								
		-						•	
CURRENT MONTH								-	
	7			•				-	
OUTSTANDING CHECKS									
PRIOR MONTH									
CURRENT MONTH		•				-		-	
CURRENT MONTH						_		_	
ADJUSTMENTS	7					_		_	
ADJUSTINENTS								_	
								-	
								_	
								-	
								-	
ADJUSTED BALANCES PER BANK	\$	9.97	\$	918,254.44	\$	918,251.65	\$	12.76	
ADJUSTED BALANCES PER BANK	\$	9.97	\$	918,254.44	\$	918,251.65	\$	12.76	
ADJUSTED BALANCES PER BANK				918,254.44 HE IFAS	\$	918,251.65	\$	12.76	
ADJUSTED BALANCES PER BANK	BALA			HE IFAS				12.76 NDING	
ADJUSTED BALANCES PER BANK	BALA!	NCES PE				918,251.65 BURSEMENTS	ΕN		
	BALAI BEGII BAL	NCES PE NNING ANCE	er t	HE IFAS RECEIPTS	DIS	BURSEMENTS	EN BA	NDING LANCE	
IFAS	BALA!	NCES PE		HE IFAS			ΕN	<i>NDING</i>	
	BALAI BEGII BAL	NCES PE NNING ANCE	er t	HE IFAS RECEIPTS	DIS	BURSEMENTS	EN BA	NDING LANCE	
IFAS	BALAI BEGII BAL	NCES PE NNING ANCE	er t	HE IFAS RECEIPTS	DIS	BURSEMENTS	EN BA	NDING LANCE	
IFAS	BALAI BEGII BAL	NCES PE NNING ANCE	er t	HE IFAS RECEIPTS	DIS	BURSEMENTS	EN BA	NDING LANCE	
IFAS	BALAI BEGII BAL	NCES PE NNING ANCE	er t	HE IFAS RECEIPTS	DIS	BURSEMENTS	EN BA	NDING LANCE	
IFAS	BALAI BEGII BAL	NCES PE NNING ANCE	er t	HE IFAS RECEIPTS	DIS	BURSEMENTS	EN BA	NDING LANCE	
IFAS	BALAI BEGII BAL	NCES PE NNING ANCE	er t	HE IFAS RECEIPTS	DIS	BURSEMENTS	EN BA	NDING LANCE	
IFAS	BALAI BEGII BAL	NCES PE NNING ANCE	er t	HE IFAS RECEIPTS	DIS	BURSEMENTS	EN BA	NDING LANCE	
IFAS	BALAI BEGII BAL	NCES PE NNING ANCE	er t	HE IFAS RECEIPTS	DIS	BURSEMENTS	EN BA	NDING LANCE	



Statement Date

6/30/2013

Account No

7432671

Page 1 of 4

GALVESTON COUNTY BOON CHAPMAN HEALTH 722 MOODY AVE 4TH FL GALVESTON TX 77550-2317

7202

1

Traveling with your Prosperity Debit Card?

When you travel, such as out of state or out of the country, it is important to tell us when and where you are traveling. We have a number of systems in place to help minimize debit card fraud. If we suspect fraudulent transactions on your card, we must act quickly. If we cannot contact you, we may temporarily stop access to your card to protect your account. To ensure uninterrupted use while traveling, call your local banking center and provide us with your travel information. If your card stops working while you are traveling, please call our Customer Service Center at (800) 531-1401. Representatives are available Monday through Friday from 7AM to 7PM and on Saturday from 9AM to 5PM. You may also contact our Lost/Stolen Card Hotline at (800) 684-2132 where representatives are available 24/7.

STATEMENT SUMMARY Public Fund Contractual Ckg w Int Account No 7432671 06/01/2013 Beginning Balance \$9.97 5 Deposits/Other Credits + \$918,254.44 4 Checks/Other Debits - \$918,251.65 06/30/2013 Ending Balance 30 Days in Statement Period \$12.76

06/30/2013	Ending Balance	3 0	30 Days in Statement Period				
DEPOSITE (OF	CUED CREDITE						

DEPOSITS/OTHER CREDITS									
Date	Description	Amount							
06/05/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd Hlth Cks 9831-10067	\$135,659.51							
06/13/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd Hlth Cks 10068-1026	\$306,982.44							
06/20/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd Hlth Cks 10270-1046	\$178,634.86							
06/27/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd HIth Cks 10463-1068	\$296,974.84 🗸							
06/30/2013	Accr Earning Pymt Added to Account	\$2.79 /							

OTHER DEBI	OTHER DEBITS								
Date	Description	Amount							
06/06/2013	Wire Transfer WIRE OUT Boon Chapman	\$135.659.51 V							
06/13/2013	Wire Transfer WIRE OUT Boon Chapman	\$306,982,44 /							
06/20/2013	Wire Transfer WIRE OUT Boon Chapman	\$178,634.86 v							
06/27/2013	Wire Transfer WIRE OUT Boon Chapman	\$296,974.84 🗸							

DAILY ENDING BALANCE												
Date	Balance	Date	Balance	Date	Balance							
06/01	\$9.97	06/13	\$9.97	06/30	\$12.76							
0 6/05	\$135,669.48	0 6/20	\$9.97	*****	7.2.70							
06/06	\$9.97	06/27	\$9.97									









GALVESTON COUNTY

Statement Date
Account No

6/30/2013 74326**7**1

Page 2 of 4

EARNINGS SUMMARY				
	**	Below is an itemization of the	ne Earnings paid this period. **	
Interest Paid This Period		\$2.79	Annual Percentage Yield Earned	0.75 %
Interest Paid YTD		\$19. 49	Days in Earnings Period	30
			Earnings Balance	\$4,531.95

Galv Cnty Production Verbose DETAILED TRIAL BALANCE 06/01/2013-06/30/2013 Page 1 NON, JUL 15, 2013, 3:00 PM ---req: GREEND-----leq: GL JL---loc: AUDITOR---job: 5716051 #J2356--pgm: GL501 <1.80> xpt id: GLTBAL01 SCRT ORDER: Primary Date within Object within Fnd C Ct

SELECT Fund: 61233 ; Object Code: 1013603

DR - CR	Date Primary Ref. ===================================	Lg Fnd C Ct Title ===================================
** Fnd C Ct Total **	Transaction Decliption Prior to 06/01/13 BC CLAIMS 9831-10067 EFT 14366 BC CLAIMS 9831-10067 EFT 14382 BC CLAIMS 10068-269 EFT 14382 BC CLAIMS 10068-269 EFT 14388 BC CLAIMS 10270-461 EFT 14388 BC CLAIMS 10270-461 EFT 14388 BC CLAIMS 10463-10683 EFT14409 BC CLAIMS 10463-10683 EFT14409 714201 6/13INT Prosp Boon Chap	St T1 FCAT Fund Typ FUND of Professi A 2 6 6123
918,254.44*	Debit C 135,659.51 178,634.86 296,974.84 918,254.44*	Function Sub F
918,251.65*	Credit ====================================	DEPART
12.76+	Balance 135,669.48 9.97 136,992.41 9.97 178,644.83 9.97 296,984.81 9.97 12.76*	DIVISION DIRECTO 0000000

AGENDA ITEM #1.i.



ORDER

On this the County, Texas convened in	day of a regular meeting	_, 20, the g with the follo	Commissi owing me	ioners' Court of Galvesto mbers thereof present:
Mark Henry, County Ryan Dennard, Com Kevin O'Brien, Comn Stephen Holmes, Co Ken Clark, Commissi Dwight D. Sullivan, C	missioner, Precind nissioner, Precinco mmissioner, Precioner, Precioner, Precinct No	t No. 2 inct No. 3		
When the following proceed	lings, among othe	ers were had	to-wit:	
Upon recommendation County Clerk enter this Or payments of the monthly GALVESTON COUNTY DISTRICT NO.1 made by Tamount of such payment be	rder in the minute Workers' Comp HEALTH DISTR The Littleton Group	es of the Co ensation C RICT, AND	ommission <u>laims</u> of GALVES	GALVESTON COUNTY STON COUNTY ROAL
UPON MOTION OF BY COMMISSIONER DAY OF votes cast against.	the ab	ove order wa	as passed	AND SECONDED this favor thereof and
	County of Ga	alveston, Tex	as	
	Mark Henr	y, County Ju	dge,	
ATTEST:				RECOMMENDED:
Dwight D. Sullivan County Clerk				Randall Rice, CPA CITP CISA CIO CBM DABFA CGMA County Auditor

COUNTY OF GALVESTON

AUDITOR'S OFFICE - ACCOUNTING DIVISION

THE LITTLETON GROUP - PB 7432241

GALVESTON COUNTY FUNDED WORKER'S COMPENSATION BANK RECONCILIATION (IFAS 6123-000000-1013602)

June 30, 2013

	_	LANCES PE						
		EGINNING BALANCE		DEPOSITS	WI	THDRAWALS	ENDING BALANCE	
BANK	\$	20,873.16	\$	21,259.17	\$	27,705.38 \$	14,426.95	
DEPOSITS IN TRANSIT								
PRIOR MONTH								
		-				<u>.</u>	-	
CURRENT MONTH				_			_	
				-			_	
OUTSTANDING CHECKS								
PRIOR MONTH								
20,851.03		(20,851.03)				(20,851.03)	-	
CURRENT MONTH								
14,397.13						14,397.13	(14,397.13)	
Rank Adjustments								
Bank Aujustinents.								
Dank Aujustinents.							-	
Dank Aujustinents.							-	
bank Aujustments.							- - -	
Dank Aujustinents.							- - -	
	<u> </u>	22.13	\$	21,259.17	\$	21,251.48 \$	29.82	
	\$	22.13	\$	21,259.17	\$	21,251.48 \$	- - - - - 29.82	
Bank Adjustments: ADJUSTED BALANCES PER BANK		22.13			\$	21,251.48 \$	- - - - 29.82	
	B/BI	ALANCES PE	R TI	HE IFAS			29.82 ENDING	
ADJUSTED BALANCES PER BANK	BA BI	ALANCES PE EGINNING BALANCE	R TI	HE IFAS RECEIPTS	DIS	BURSEMENTS	ENDING BALANCE	
ADJUSTED BALANCES PER BANK IFAS	B/BI	ALANCES PE	R TI	HE IFAS			ENDING BALANCE	
ADJUSTED BALANCES PER BANK IFAS	BA BI	ALANCES PE EGINNING BALANCE	R TI	HE IFAS RECEIPTS	DIS	BURSEMENTS	ENDING BALANCE	
ADJUSTED BALANCES PER BANK IFAS	BA BI	ALANCES PE EGINNING BALANCE	R TI	HE IFAS RECEIPTS	DIS	BURSEMENTS	ENDING BALANCE	
ADJUSTED BALANCES PER BANK IFAS	BA BI	ALANCES PE EGINNING BALANCE	R TI	HE IFAS RECEIPTS	DIS	BURSEMENTS	ENDING BALANCE	
ADJUSTED BALANCES PER BANK IFAS	BA BI	ALANCES PE EGINNING BALANCE	R TI	HE IFAS RECEIPTS	DIS	BURSEMENTS	ENDING BALANCE	
ADJUSTED BALANCES PER BANK IFAS	BA BI	ALANCES PE EGINNING BALANCE	R TI	HE IFAS RECEIPTS	DIS	BURSEMENTS	ENDING BALANCE	
ADJUSTED BALANCES PER BANK	BA BI	ALANCES PE EGINNING BALANCE	R TI	HE IFAS RECEIPTS	DIS	BURSEMENTS	ENDING BALANCE	

Galv Cnty Production Verbose DETAILED TRIAL BALANCE 06/01/2013-06/30/2013 Page 1 MON, JUL 15, 2013, 4:13 PM ---req: GREEND-----leg: GL JL---loc: AUDITOK --job: J716106 #J2382--pgm: GL501 <1.80> rpt id: GLTBAL01

SORT ORDER: Primary Date within Object within End C Ct

SELECT Fund: 61230; Object Code: 1013602

DR - CR	: 70	/13 1	6/28/13 JE000389	6/28/13 JE0003896	6/25/13 JE000389	6/25/13 JE0003896	6/21/13 JE000389	6/21/13 JE0003893	6/20/13 JE000389	0/13 JE0003893	6/17/13 JE000389	6/17/13 JE0003893	6/14/13 JE0003893	6/14/13 JE0003893	6/13/13 JE0003891	6/13/13 JE000389	6/10/13 JE0003891	6/10/13 JE0003891	6/07/13 JE0003891	6/07/13 JE0003891	6/05/13 JE000388	6/05/13	6/03/13 JE000388	/03/13 JE000388	1013602 Prosperity-WORKERS COMP ACCT			Lg Fnd C Ct Title os antinental
** Fnd C Ct Total **	* Object Total *	14201 6/	C CLAIMS #2093-2094 E	C CLAIMS #2093-2	C CLAIMS #2092 EFT 1439	C CLAIMS #2092 EFT 143	C CLAIMS #2068-2091 EFT 1439	C CLAIMS #2068-2091 EFT 1439	C CLAIMS #2034-2067 EFT 143	C CLAIMS #2034-2067 EF	C CLAIMS #2033 EFT 1439	C CLAIMS #2033 EFT 1439	C CLAIMS #2032 EFT 14	C CLAIMS #2032 EFT 14390	C CLAIMS #2018-2031 EFT 143	C CLAIMS #2018-2031 EF	C CLAIMS #2017 EFT 143	C CLAIMS #2017 EFT 1437	C CLAIMS #2016 EFT 1436	C CLAIMS #2016 EFT 143	C CLAIMS #2012-2015 EFT 1436	C CLAIMS #2012-	C CLAIMS #2011 EFT 1436	2011	Prior to 06/01/13		Transaction Decription	St T1 FCAT Fund Ty of Professi A 2
21,259.17* 21,	21,259.17* 21,	7.69 1		752.67 ✓					, ,	9,209.00 /		341.45 🗸		377.67 V	4	4,970.65		341.45 1		377.67	gant .	1,205.00 V		341.45		H H H	Debit Credi	P FUND Function Sub Function Sub Func 6123 00 000
251.48* 29.82*	9.	29.8	2.1	774.8	2.1	3 G S S S S S S S S S S S S S S S S S S	22.1	3.015.1	, , , , ,	9 2 3 1) (1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1) () (4 0 0 E	, , , , ,	27 20 2	ა ი ა ი	י ת	0 0			1 227 1) () (t Balance	DEPART DIVISION DIRECTO = = = = = = = = = = = = = = = = = = =

WC Prosperity
Outstanding Reversed Canceled Stop Payment Reverse Stop Stale Dated Escheated EFT Debits Deposits Interest Fees Adjustments
Issued Prior to Begin Date 5,360.70 0.00 15,490.33 0.00 0.00 0.00 0.00
Issued Within Date Range 9,036.43 0.00 12,215.05 0.00 0.00 0.00 0.00 21,251.48 7.69 0.00 0.00
Grand Total 14,397.13 0.00 27,705.38 0.00 0.00 0.00 0.00

Export Done



Statement Date

6/30/2013

Account No

7432241

Page 1 of 12

707 2 AB 0.384 **GALVESTON COUNTY WORKER'S COMP ACCOUNT - LITTLETON** 722 MOODY AVE 4TH FL

GALVESTON TX 77550-2317

-փվկուկյիսլիլըգմելիրվովոլյուիներինկունքիկուն

1

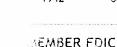
Traveling with your Prosperity Debit Card?

When you travel, such as out of state or out of the country, it is important to tell us when and where you are traveling. We have a number of systems in place to help minimize debit card fraud. If we suspect fraudulent transactions on your card, we must act quickly. If we cannot contact you, we may temporarily stop access to your card to protect your account. To ensure uninterrupted use while traveling, call your local banking center and provide us with your travel information. If your card stops working while you are traveling, please call our Customer Service Center at (800) 531-1401. Representatives are available Monday through Friday from 7AM to 7PM and on Saturday from 9AM to 5PM. You may also contact our Lost/Stolen Card Hotline at (800) 684-2132 where representatives are available 24/7.

STATEMENT	SUMMARY		Public Fund Conti	iblic Fund Contractual Ckg w Int Account No 7432241						
06/01/2013	Beginning Balance				\$20,873.16					
	12 Deposits/Other Credits			+	\$21,259.17					
	94 Checks/Other Debits			-	\$27,705.38					
06/30/2013	Ending Balance	30	Days in Statement Period		\$14,426.95					
	Total Enclosures				94					

Date	Description	Amount
06/03/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Ck 2011	\$341.45
06/05/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2012-2015	\$1,205.00
06/07/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Ck 2016	\$377.67~
06/10/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Ck 2017	\$341.45~
06/13/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2018-2031	\$4,970.65 b
06/14/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Ck 2032	\$377.67~
06/17/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Ck 2033	\$341.45 ~
06/20/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2034-2067	\$9,209.00 \
06/21/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2068-2091	\$2,993.02
06/25/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Ck 2092	\$341.45
06/28/2013	Internet Trf Deposit IB TR FROM ACCT *1431 Fd WC Cks 2093-2094	\$752.67
06/30/2013	Accr Earning Pymt Added to Account	\$7.69

CHECKS								
Check Number	Date	Amount	Check Number	Date	Amount	Check Number	Date	Amount
18 59	06/04	\$600.00	1945*	06/19	\$600.00	1958	06/04	\$11.59
1917*	0 6/05	\$755.34	19 55*	0 6/05	\$377.67	19 59	06/04	\$19.87
1942*	06/05	\$377.67	1957*	06/04	\$8.22	1960	06/04	\$21.29







GALVESTON COUNTY

Statement Date

6/30/2013 7432241

Account No

Page 2 of 12

CHECKS								
Check Number	Date	Amount	Check Number	Date	Amount	Check Number	Date	Amount
1961	06/04	\$21.78	19 90	06/04	\$204.67	2020	06/17	\$1,622.35
1962	06/04	\$22.0 6	1 991	06/04	\$241.64	2021	06/26	\$167.69
1963	06/04	\$22.9 6	19 92	06/04	\$241.64	2 022	06/26	\$342.24
1964	06/04	\$2 5.55	1993	06/04	\$265.25	2023	06/19	\$72.00
1965	06/04	\$2 6.44	1994	06/04	\$274.20	2024	06/19	\$72.00
19 66	06/04	\$27.90	1995	06/04	\$308.30	2025	06/19	\$72.00
1 967	06/04	\$2 9 .73	1996	06/04	\$367.46	2026	06/19	\$130.00
19 68	06/04	\$37.11	19 97	06/04	\$443.69	2027	06/19	\$130.00
19 69	06/04	\$3 7.90	19 98	06/04	\$443.69	2028	06/19	\$130.00
1 970	06/04	\$37. 90	19 99	06/04	\$1,017.59	2029	06/17	\$124.94
1 971	06/04	\$3 7.90	20 00	06/04	\$1,017.59	2030	06/19	\$118.52
1972	06/04	\$40.01	2001	06/03	\$617.23	2031	06/19	\$610.38
1973	06/04	\$52.30	2 002	06/10	\$327.34	2032	06/24	\$377.67
1974	06/04	\$53.47	2003	06/03	\$97.84	2033	06/21	\$341.45
1 975	0 6/04	\$53.47	2004	06/05	\$118.65	2034	06/24	\$371.86
1976	06/04	\$62.15	2 005	06/03	5 27.78	2036*	06/24	\$285.34
1977	06/04	\$64.23	20 06	06/03	\$719.84	2037	06/24	\$1,036.40
1 978	06/04	\$64.23	2007	06/03	\$4,112.77	2038	06/25	\$316.98
19 79	06/04	\$66.73	200 8	06/03	\$81.07	2042*	06/25	\$90.00
19 80	06/04	\$66.73	20 09	06/11	\$118.52	2043	06/25	\$90.00
19 81	06/04	\$ 66.73	2011*	06/07	\$341.45	2062*	06/25	\$133.65
19 82	06/04	\$66.73	2012	06/13	\$475.00	2063	06/25	\$183.35
1983	06/04	\$72.31	2013	06/13	\$500.00	2064	06/24	\$9 84.40
19 84	06/04	\$72.31	2014	06/26	\$115.00	2065	06/24	\$6.01
19 85	06/04	\$7 8.92	2015	06/26	\$115.00	2066	06/24	\$12.86
19 86	06/04	\$7 8.92	2016	06/13	\$377.67	2067	06/24	\$108.86
19 87	06/04	\$93.8 6	2017	06/18	\$341.45	2091*	06/25	\$640.00
19 88	06/04	\$141.19	2018	06/17	\$743.72	·	J. 23	\$340.00
19 89	06/04	\$150.40	2019	06/17	\$634.81			

DAILY EN	DING BALANCE				
Date	Balance	Date	Balance	Date	Balance
06/01	\$20,873.16	06/13	\$11,524.93	06/24	\$15,519.05
06/03	\$15,558.08	06/14	\$11,902,60	06/25	\$14,406.52
06/04	\$8,399.47	06/17	\$9,118.23	06/26	\$13,666.59
06/05	\$7,975.14	06/18	\$8,776,78	06/28	\$14,419.26
0 6/07	\$8,011.36	06/19	\$6,841.88	06/30	\$14,426.95
0 6/10	\$8,025.47	06/20	\$16,050.88	30730	\$17,720.75
06/11	\$7,90 6.95	06/21	\$18,702,45		

EARNINGS SUMMARY			
	** Below is an itemization of the	he Earnings paid this period. **	
Interest Paid This Period	\$7.69	Annual Percentage Yield Earned	0.75 %
Interest Paid YTD	\$47.42	Days in Earnings Period	30
		Earnings Balance	\$12,472.40





AGENDA ITEM #2.

Summary of Bi-Weekly Personnel Movements

Pay Period #15: July 4 - 17, 2013

	Positions	Cui	rrent	Appo	intm	ents				Current M	Novem	ents				Curren	t Sepai	ations		
Department	Budgeted		нт			Res	Total	Promo	Reclass	Reassign	Trans	Sal Adi	Demote	Total	Vol	Invol	Retire	Death	Other	Total
Department	Dudgeteu	-		<u> </u>	1111	ICS	Total	1 101110	11001000	redoorgi										
General Government	1.00	—					0							0						0
Facilities	19.0	-	_				0							0						0
Professional Services	6.0	 					0					30 5		0						0
Road District #1	5.0	_		_	-		0							0						0
County Judge	4.0				-		0	1						1					rigina numeri	0
County Commissioners	8.0		_		_		10							0		7/7 III				0
Tax Office	51.5	-	-				0			1			10	1	2					2
County Auditor	33.0	+	-				0			-			00000	0						0
County Clerk	43.0	1					1							0						0
County Clerk Records Mgmt	2.0	-	-				Ö	-						0						0
County Clerk Records Archives	6.0	-	-	_	-	-	0	-						0						0
County Clerk Elections	5.0	-	_	-			0							0			1000			0
Purchasing Agent	8.0	-	_	-	-		0							0	 					0
	7.0	-	-	-	-		0							ő						0
County Treasurer Veterans Service	3.0	-			-	-	0				-			0	_					0
	5.0			_	-		0							0	-					0
Human Resources	6.0	-	_		-		0				-			0	-					0
County Legal		<u> </u>			-		0							ő	-			-		0
Justice Administration	6.0	_	_	_	-		0				-			0	-					0
District Courts	19.0		-		-		0				_			0	-	_				0
County Courts	9.0	1	_	_	-	_	_	-						0	-					0
County Probate Court	6.0	_			-		0	-			_			0	-	-		_		0
Justice Courts	44.0	_		_			0							ö	-	_	_	_		0
District Člerk	50.0	<u></u>					0	1						1	1					1-1
District Attorney/Jury & Trial	75.0	1					1	1						6	-	-	-			Ö
Pre-Trial Release	7.0	-					0							2	1					1
Sheriff	516.0	7					7			2				0	<u> </u>	-		-		Ö
Constables	46.0						1							0	-	-				0
Social Services	12.0	_		_			0							0	-					1 0
Child Welfare	1.0			_			0				4			1	-	-				Ö
Emergency Management	6.0						0				1			0	-		-			1 0
Extension Services	9.0	_					0							0	-					0
County Engineer	7.0						0							0	├		-		-	1 6
Building Inspector	2.0						0			·					-		_	- 1	-	0
Community Services	3.0						0							0	-	_	_		-	1 0
Information Technology	49.0						0							0	1			_		0
County Parks and Senior Services	68.0	1			_		1							0			-	_		1 0
Museum	2.0						0							0	<u></u>					1
Road & Bridge/Drainage/Beach	72.0						0			1				1	1					
County Health District	1.0						0							0	-	_				0
Law Library	1.0						0							0						
Juvenile Probation	68.0				1		1							0	2					2
Mosquito Control	13.0						0							0						0
Right of Way	1.0						0						2001-200280-	0						0
Seawall Maintenance	6.0						0							0						0
Housing & Economic Dev	6.0						0							0						0
Adult Probation	45.0	1					1							0						0
Grand Total	1362.5	11	0	0	1	0	13	2	0	4	1	0	0	7	7	0	0	0	0	7
Job Applications Received	311							-												

07/19/2013	12:58:53
------------	----------

Galveston County Human Resources Department

Page

7

Galv C	Inty Production	E	mployee	Pay Assignment Changes for Payroll Peri	iod: 7/4/201	3 thru 7/17/	2013			
Division	Division Name	Employee Name	Туре	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
111000	County Judge	ELLIS, RYAN J	FTBE	3 DEPUTY CHIEF OF STAFF	7/10/2013		2111	\$61,827	2,377.97 B	PROMOTION
114000	County Clerk	KUTCH, ERIC S	FTBE	30 SENIOR COURT CLERK-PROBAT	四/8/2013		12A1	\$30,967	1,191.07 B	APPOINTMENT
127100	District Attorney	GARCIA, TIFFANY L	FTBE	25 ASSISTANT DISTRICT ATTORNE	E Y /12/2013		22E1	\$61,827	2,377.97 B	APPOINTMENT
127100	District Attorney	ROBINSON, JARED S	FTBE	12 SENIOR ASST DIST ATTORNEY	7/8/2013	7/17/2013	23C1	\$64,957	2,498.36 B	TERMINATION
127100	District Attorney	SHAWHAN, MATTHEW M	FTBE	71 CHIEF ASST DISTRICT	7/8/2013		25A1	\$75,330	2,897.33 B	PROMOTION
151500	Tax Assessor/Collector	ALLISON, MICHAEL C	FTBE	3 CHIEF DEPUTY OF OPERATIONS	S 7/15/2013	7/16/2013	22E1	\$61,827	2,377.97 B	TERMINATION
151500	Tax Assessor/Collector	GILBERT, AMANDA M	FTBE	21 ACCT TECH II		7/12/2013	13/1	\$32,535	1,251.37 B	TERMINATION
151500	Tax Assessor/Collector	PIMENTEL, DEBORAH E	FTBE	21 ACCT TECH II	7/15/2013		13EI	\$35,913	1,381.28 B	REASSIGNMENT
211133	Corrections-Sheriff	CATES, JORDAN A	FTBE	283 ENTRY LEVEL	7/11/2013		12D1	\$33,349	1,282.66 B	APPOINTMENT
211133	Corrections-Sheriff	DALESANDRO, ERMAN D	FTBE	119 ENTRY LEVEL	7/11/2013		12D1	\$33,349	1,282.66 B	APPOINTMENT
211133	Corrections-Sheriff	EWING, JAMES L	FTBE	291 ENTRY LEVEL	7/11/2013		12D1	\$33,349	1,282.66 B	APPOINTMENT
211133	Corrections-Sheriff	MCQUAIG II, ROYCE E	FTBE	54 SERGEANT-CORRECTIONS	7/4/2013		1811	\$52,013	2,000.50 B	ACCT # CHANGE
211133	Corrections-Sheriff	MENDEZ JR, GUADALUPI	EFTBE	137 DEPUTY IV	7/4/2013		16HI	\$44,850	1,725.03 B	ACCT # CHANGE
211133	Corrections-Sheriff	ROY, DON R	FTBE	125 ENTRY LEVEL	7/11/2013		12D1	\$33,349	1,282.66 B	APPOINTMENT
211133	Corrections-Sheriff	STAIGLE, GEORGE H	FTBE	221 DEPUTY IV	7/4/2013		16H1	\$44,850	1,725.03 B	ACCT # CHANGE
211133	Corrections-Sheriff	VILLARREAL, JASON A	FTBE	286 ENTRY LEVEL	7/11/2013		12D1	\$33,349	1,282.66 B	APPOINTMENT
211133	Corrections-Sheriff	WHITED, EMILY B	FTBE	94 DEPUTY II	7/4/2013		14G1	\$39,641	1,524.67 B	REASSIGNMENT
211143	Patrol Division	COGBURN, SCOTT W	FTBE	31 ENTRY LEVEL		7/12/2013	15HI	\$42,689	1,641.90 B	TERMINATION
211143	Patrol Division	FALCON, JESSE	FTBE	29 DEPUTY I	7/4/2013		13D1	\$35,037	1,347.59 B	REASSIGNMENT
211143	Patrol Division	CAHILL, CHRISTOPHER S	PTNS	48 DEPUTY, PART-TIME	7/4/2013		0000	\$1,525	58.67 B	ACCT # CHANGE
211150	Warrant's - Sheriff's	CRUZ, ROSEANN G	FTBE	19 WARRANT CLERK	7/8/2013		09A1	\$26,703	1,027.06 B	APPOINTMENT
211163	Sheriff Services for ISDS	WALKER, KEVIN L	FTBE	7 LIEUTENANT-CCISD (REIMB)	7/4/2013		20N1	\$63,372	2,437.42 B	ACCT # CHANGE
211171	Communications-Sheriff	FATTA, KRISTEN R	FTBE	9 ENTRY LEVEL	7/11/2013		12D1	\$33,349	1,282.66 B	APPOINTMENT
223700	Constable Pct #7 - Sharp	STREEPER, CHRISTOPHE	RFTBE	5 PROBATIONARY DEPUTY	7/8/2013		07A1	\$24,192	930.46 B	TRANSFER
255101	Adult Probation	YORK, AVIS R	FTBE	21 PROBATION OFFICER	7/15/2013		0000	\$34,250	1,317.31 B	APPOINTMENT

HRB_PAYAS_PERIOD | Sandra Hernandez | Pay Assignments for Pay Period

^{*} Rate Type: H = Hourly; B = Biweekly Salary

07/19/201	1 1	12:58:53
07/19/201	3	してこうひこうご

Galveston County Human Resources Department

Page

Galv C	Inty Production	E	mployee	Pay Assignment Changes for Payroll Per	iod : 7/4/20	13 thru 7/17/	2013			
Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
255111	Special Substance Abuse	HENDERSON, ANTHONY	CFTBE	13 ASSISTANT SUPERVISOR	7/4/2013		0000	\$38,399	1,476.92 B	ACCT # CHANGE
256118	Detention	HERRING, DANIEL C	FTBE	43 JUVENILE SUPERVISION OFCR		7/8/2013	1200	\$32,201	1,238.52 B	TERMINATION
256118	Detention	JOHNSON, RODRICK D	FTBE	21 JUVENILE PROBATION OFCR		7/17/2013	1600	\$40,199	1,546.13 B	TERMINATION
256119	Post Program	RUBIO, MARTIN	PTNH	507 JUVENILE SUPERVISION	7/16/2013		1200	\$15,485	14.89 H	APPOINTMENT
296121	Seawall Maintenance	DRAKE, RUDDIE	FTBE	9 SEAWALL MAINTENANCE OPE	R7/4/2013		10A1	\$28,055	1.079.05 B	REASSIGNMENT
522020	Parks Division	STONE III, JORDAN J	FTBE	18 MECHANIC II	7/15/2013		14A1	\$34,182	1,314.72 B	APPOINTMENT
544042	Beach Maintenance-Rd &	PATIN, STEPHEN E	FTBE	I HEAVY EQUIPMENT OPERATOR	RI	7/9/2013	09A1	\$26,703	1,027.06 B	TERMINATION

AGENDA ITEM #3.





July 29, 2013

Honorable Judge Mark Henry 722 Moody, 2nd Floor Galveston, TX 77550

County: Galveston

Dear Honorable Judge Henry:

As required in House Bill 3059, Section 366.005, Texas-New Mexico Power Company hereby provides the enclosed new utility service connections for the county you represent.

Any questions please contact Lyn Sekiguchi at 469-484-8581.

Sincerely,

Stacy R. Whitehurst

Encl.

SRW/ls

9

Page:

Texas New Mexico Power Company New Premise Turn-Ons 577 N. Garden Ridge Blvd Lewisville, Texas 75067 Phone: 972-420-4189

County: GALVESTON

BACU1090 Date: 29-JUL-2013

		Established	
Service Address	City/State/Zip	Date	Prem Code
123 SACAJAWEA DR	LA MARQUE IX 77568	24-JUL-2013	588789
E 9024 FM 517	DICKINSON TX 77539	24-JUL-2013	588910
121 SACAJAWEA DR	LA MARQUE IX 77568	25-JUL-2013	588999
5631 ATTWATER RD UNIT B	TEXAS CITY TX 77590	26-JUL-2013	589120
2116 GARNET CT	TEXAS CITY TX 77591	25-JUL-2013	589003
2306 MOONSTONE CT	TEXAS CITY TX 77591	22-JUL-2013	588490
3039 FIR MEADOW LN	LEAGUE CITY TX 77573	23-JUL-2013	588617
2210 MOONSTONE CT	TEXAS CITY TX 77591	25-JUL-2013	589004
7717 TOPAZ WAY	TEXAS CITY TX 77591	22-JUL-2013	588489
3032 FIR MEADOW IN	LEAGUE CITY TX 77573	23-JUL-2013	588609
3034 FIR MEADOW LN	LEAGUE CITY TX 77573	23-JUL-2013	588610
3036 FIR MEADOW IN	LEAGUE CITY TX 77573	23-JUL-2013	588611
3038 FIR MEADOW IN	LEAGUE CITY TX 77573	23-JUL-2013	588612
3031 FIR MEADOW IN	LEAGUE CITY TX 77573	23-JUL-2013	588613
3033 FIR MEADOW IN	LEAGUE CITY TX 77573	23-JUL-2013	588614
3035 FIR MEADOW IN	LEAGUE CITY TX 77573	23-JUL-2013	588615
3037 FIR MEADOW IN	LEAGUE CITY TX 77573	23-JUL-2013	588616





GALVESTON COUNTY JUDGE

July 22, 2013

Honorable Judge Mark Henry 722 Moody, 2nd Floor Galveston, TX 77550

County: Galveston

Dear Honorable Judge Henry:

As required in House Bill 3059, Section 366.005, Texas-New Mexico Power Company hereby provides the enclosed new utility service connections for the county you represent.

Any questions please contact Lyn Sekiguchi at 469-484-8581.

Sincerely,

Stacy R. Whitehurst

Encl.

SRW/ls

Texas New Mexico Power Company New Premise Turn-Ons 577 N. Garden Ridge Blvd Lewisville, Texas 75067 Phone: 972-420-4189

9

Page:

County: GALVESTON

		Established	
service Address	City/State/Zip	Date	Prem Code
wi white madelimati 1900			11111111
NT NET SANTACKER GIRLS		18-JUL-2013	588310
HAWTHORNE GLEN	LEAGUE CITY TX 77573	18-JUL-2013	588311
HAWTHORNE GLEN	LEAGUE CITY TX 77573	18-JUL-2013	588312
HAWTHORNE GLEN	LEAGUE CITY TX 77573	18-JUL-2013	588313
HAWTHORNE GLEN	LEAGUE CITY TX 77573	18-JUL-2013	588314
HAWIHORNE GLEN	LEAGUE CITY TX 77573	18-JUL-2013	588316
3075 HAWIHORNE GLEN IN	LEAGUE CITY TX 77573	18-JUL-2013	588317
HAWTHORNE GLEN	LEAGUE CITY TX 77573	18-JUL-2013	588318
HAWTHORNE GLEN	LEAGUE CITY TX 77573	18-JUL-2013	588319
HAWTHORNE GLEN	LEAGUE CITY TX 77573	18-JUL-2013	588320
	LEAGUE CITY TX 77573	18-JUL-2013	588321
ALLEN CAY	TEXAS CITY IX 77590	18-JUL-2013	588342
HWY 1765	TEXAS CITY IX 77591	18-JUL-2013	588343
1932 NEWMAN RD UNIT BARN	LA MARQUE TX 77568	19-JUL-2013	588429
1/2 4TH N	TEXAS CITY IX 77590	19-JUL-2013	588431
1/2 25TH STN	TEXAS CITY TX 77590	19-JUL-2013	588430
HAWIHORNE GLEN	LEAGUE CITY TX 77573	18-JUL-2013	588309
HAWIHORNE GLEN	LEAGUE CITY TX 77573	17-JUL-2013	588264
HAWTHORNE GLEN	LEAGUE CITY TX 77573	17-JUL-2013	588263
HAWTHORNE GLEN	LEAGUE CITY TX 77573	17-JUL-2013	588262
HAWTHORNE GLEN	LEAGUE CITY TX 77573	17-JUL-2013	588261
HAWTHORNE GLEN	LEAGUE CITY TX 77573	17-JUL-2013	588260
	LEAGUE CITY TX 77573	17-JUL-2013	588259
	LEAGUE CITY TX 77573	17-JUL-2013	588258
HAWTHORNE GLEN	LEAGUE CITY TX 77573	17-JUL-2013	588257
HAWTHORNE GLEN	LEAGUE CITY TX 77573	17-JUL-2013	588256
CATALPA BLUFF	LEAGUE CITY TX 77573	17-JUL-2013	588255
6880 CATALPA BLUFF LN	LEAGUE CITY TX 77573	17-JUL-2013	588254

BACU1090 Date: 22-JUL-2013

Texas New Mexico Power Company New Premise Turn-Ons 577 N. Garden Ridge Blvd Lewisville, Texas 75067 Phone: 972-420-4189

County: GALVESTON

blished	e Prem Code	17-JUL-2013 588253		17-JUL-2013 588251	17-JUL-2013 588250	.7-JUL-2013 588249	16-JUL-2013 588040	18-JUL-2013 588315	
	Clty/State/Zlp Prem Code	LEAGUE CITY TX 77573	LEAGUE CITY TX 77573	LEAGUE CITY TX 77573	LEAGUE CITY TX 77573	LEAGUE CITY TX 77573	TEXAS CITY TX 77590	LEAGUE CITY TX 77573	
0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	STATE WOLLENS	6878 CATALPA BLUFF LIN	6886 DOGWOOD CLIFF LA	6884 DOGWOOD CLIFF LIN	6882 DOGWOOD CLIFF LN	6881 DOGWOOD CLIFF LN	1001 32ND SIN UNIT BARN	3071 HAWTHORNE GLEN LN	

AGENDA ITEM #4.



COUNTY OF GALVESTON

On this the 6th day of August, 2013, the **Commissioners' Court of Galveston County, Texas** convened in a regularly scheduled meeting with the following members thereof present

Mark Henry, County Judge Ryan Dennard, Commissioner, Precinct No. 1 Kevin O'Brien, Commissioner, Precinct No. 2 Stephen Holmes, Commissioner, Precinct No. 3 Kenneth Clark, Commissioner, Precinct No. 4; and Dwight Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

Whereas, on July 31, 2013, after 22 years of devoted public service, Robert Bullacher, one of the County's most dedicated, respected and reliable employees retired from his position as Supervisor of the Real Property Department within the County Clerk's Office; and

Whereas, Robert was first hired by the County Clerk's office on January 3, 1991, as a deputy in real property records; and

Whereas, Robert during his career, filed maps, was a microfilm technician who filmed property records, developed film, assisted customers who came to the County Clerk's office to research land records, made certified copies, and recorded cattle brands; and

Whereas, Robert always remained constantly available to assist all people whenever needed. He has faithfully served in his capacity as Supervisor of the Real Property Department for the County Clerk's Office; and

Whereas, Robert used his leadership and personal training, to further the expertise of his co-workers in dealing with the many varied needs of all citizens of Galveston County, and who was admired by all; and

Whereas, Robert has distinguished himself as a public servant of ability who will be sorely missed by all those who have had the privilege and honor of working with him. It is indeed appropriate at this time to publicly honor him and recognize him and his many contributions to the County Clerk's office.

Now, Therefore Be it Resolved, that the Commissioners' Court of Galveston County issues this Resolution of Appreciation to Robert Bullacher in acknowledgement of his many years of public service to the citizens of Galveston County and extends not only its best wishes to him in all his future endeavors but also good health and happiness for many years to come.

Be it Further Resolved that a copy of this Resolution be spread upon the minutes of this Court and the Original hereof be furnished to Robert Bullacher in appreciation of his years of exemplary public service.

Upon Motion Duly Made and Seconded, the above Resolution was unanimously passed on this 6th day of August 2013.

Attest:		County of Galveston, Texas
	:	By:
Dwight D. Sullivan, County Clerk		Mark A. Henry, County Judge
Ryan L. Dennard, Comm., Pct. #1		Stephen D. Holmes, Comm., Pct #3
Kevin D. O'Brien, Comm. Pct. #2		Kenneth Clark, Comm., Pct #4

AGENDA ITEM #5.

State of Texas	§
	§
County of Galveston	§

ORDER SETTING BOND FOR GALVESTON COUNTY EMERGENCY SERVICES DISTRICT NO. 2

WHEREAS, the Commissioners Court of Galveston County, Texas received a petition for the creation of Galveston County Emergency Services District No. 2 (the "District") on December 28, 2012; and

WHEREAS, notice of a public hearing on the creation of the District was published on January 15, 2013 and February 1, 2013, and posted on the courthouse door on January 23, 2013; and

WHEREAS, the public hearing was held on February 19, 2013; and

WHEREAS, on May 11, 2013, an election was held in the District. On May, 17, 2013 the returns of the election were canvassed and the results were declared with 84% of the votes cast in favor of creating the District and to collect a property tax in the District at the rate \$0.10 per \$100 valuation.

WHEREAS, the Texas Health & Safety Code §775.037(b) requires the treasurer of an Emergency Services District to post a bond in an amount to be determined by the County Judge of the county in which the bond should be filed. Any bond filed by the treasurer will be conditioned as outlined in said statute.

WHEREAS, it is hereby **ORDERED** that the treasurer of the Galveston County Emergency Services District No. 2, execute and file a bond in the amount of \$10,000.00 (ten thousand dollars) with the County Clerk of Galveston County.

WHEREAS, it is further **ORDERED** that on January 1st, 2014, the bond amount will increase and that said treasurer will file by January 1, 2014, a bond in the amount of \$100,000.00 (one hundred thousand dollars) with the County Clerk of Galveston County.

This **ORDER** shall take effect immediately. It is hereby **ORDERED**, on this, the 31st day of July, 2013.

Mark Henry,
County Judge of
Galveston County, Texas

AGENDA ITEM #6.

CERTIFICATION FOR CREDIT

Urban Counties Legislative Update Series 83rd Legislative Session

Sheraton Hotel, Austin, TX

х	January 9, 2013
X	February 6, 2013
X	March 6, 2013
X	April 3, 2013
X	April 24, 2013
X	May 15, 2013
X	June 5, 2013

The Texas Conference of Urban Counties

Event Sponsor

The University of Texas at Arlington, School of Urban and Public Affairs Educational Sponsor

I, Ken Clark, do hereby certify that I attended the above-listed events and was present at the course of instruction for which I am claiming Continuing Education Credit.

I make this certification for the purpose of receiving credit for $\underline{10.5}$ hours* of continuing education for the calendar year of 2013.

I represent and declare all the above statements are true and correct.

Dated: 6/18/13

(Commissioners Signature)

Galveston County, Pct. 4 (County and Precinct)

(Last 4 Digits of Social Security Number)

*Each session is worth 1.5 credit hours; the maximum number of hours you can earn for the Legislative Update Series is 10.5

MAIL ORIGINAL TO:
TEXAS CONFERENCE OF URBAN COUNTIES
ATTN: Shannon McDonald
500 West 13TH Street
Austin, TX 78701

AGENDA ITEM #7.

CITY OF TEXAS CITY, TEXAS

ENGINEERING & PLANNING DEPARTMENT • OFFICE: (409) 643-5936 • FAX: (409) 949-3001



July 19, 2013

Mayor: Matthew T. Doyle

Commissioners:
Mike Land
Dee Ann Haney
Dedrick D. Johnson, Sr.
J.W. "Scooter" Wilson, Jr.
Rick Wilkenfeld
Thelma Bowie

The Honorable Mark Henry, Galveston County Judge & Commissioners Court Galveston County Courthouse 722 Moody Ave. Galveston, Texas 77550

RE:

Gulf Coast Water Authority

Board of Directors Nomination

Gentlemen:

The Mainland Municipal Advisory Committee is charged with nominating two appointees to the GCWA Board of Directors. The Advisory Committee has unanimously agreed to nominate James McWhorter to extend his service with the Board of Directors for the term ending August 31, 2015. The Advisory Committee is pleased with Mr. McWhorter's committment to the Water Authority and would like to see his efforts continue.

Respectfully,

Douglas K. Kneupper, P.E.

Mainland Municipal Advisory Committee

Copy: Advisory Committee Members (via e-mail)

AGENDA ITEM #8.

GALVESTON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 GALVESTON COUNTY, TEXAS ANNUAL FINANCIAL REPORT DECEMBER 31, 2012

GALVESTON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 GALVESTON COUNTY, TEXAS ANNUAL FINANCIAL REPORT DECEMBER 31, 2012

TABLE OF CONTENTS

	PAGE
INDEPENDENT AUDITOR'S REPORT	1-2
MANAGEMENT'S DISCUSSION AND ANALYSIS	3-6
STATEMENT OF NET POSITION AND GOVERNMENTAL FUNDS BALANCE SHEET	7-8
RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET TO THE STATEMENT OF NET POSITION	9
STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUNDS REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE	10
RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE TO THE STATEMENT OF ACTIVITIES	11
STATEMENT OF FIDUCIARY NET POSITION	12
NOTES TO FINANCIAL STATEMENTS	13-23
REQUIRED SUPPLEMENTARY INFORMATION	
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE-BUDGET AND ACTUAL-GENERAL FUND	25
OTHER SUPPLEMENTARY INFORMATION	
LISTING OF THE NUMBER OF EMERGENCY RESPONSES MADE WITHIN AND OUTSIDE THE DISTRICT	27
SCHEDULE OF INSURANCE AND BONDING COVERAGE	28
ANALYSIS OF TAXES LEVIED AND RECEIVABLE	29-30
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES – GENERAL FUND – FIVE YEARS	31-32
BOARD OF COMMISSIONERS AND CONSULTANTS	33-34

McCALL GIBSON SWEDLUND BARFOOT PLLC

Certified Public Accountants

13100 Wortham Center Drive Suite 235 Houston, Texas 77065-5610 (713) 462-0341 Fax (713) 462-2708 E-Mail: mgsb@mgsbpllc.com

111 Congress Avenue Suite 400 Austin, Texas 78701 (512) 610-2209 www.mgsbpllc.com

INDEPENDENT AUDITOR'S REPORT

Board of Commissioners Galveston County Emergency Services District No. 1 Galveston County, Texas

We have audited the accompanying financial statements of the governmental activities and major fund of Galveston County Emergency Services District No. 1 (the "District"), as of and for the year ended December 31, 2012, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Board of Commissioners Galveston County Emergency Services District No. 1

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and major fund of the District as of December 31, 2012, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis on pages 3 through 6 and the Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – General Fund on page 25 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The other supplementary information on pages 27 through 34 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The supplementary information, excluding that portion marked "Unaudited" on which we express no opinion or provide any assurance, has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

McCall Jibson Swellund Barpost PLIC McCall Gibson Swedlund Barfoot PLLC

Certified Public Accountants

May 28, 2013

GALVESTON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 MANAGEMENT'S DISCUSSION AND ANALYSIS FOR THE YEAR ENDED DECEMBER 31, 2012

Management's discussion and analysis of Galveston County Emergency Services District No. 1's (the "District") financial performance provides an overview of the District's financial activities for the fiscal year ended December 31, 2012. Please read it in conjunction with the District's financial statements, which begin on page 7.

USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements. The basic financial statements include: (1) combined fund financial statements and government-wide financial statements and (2) notes to financial statements. The combined fund financial statements and government-wide financial statements combine both: (1) the Statement of Net Position and Governmental Funds Balance Sheet and (2) the Statement of Activities and Governmental Funds Revenues, Expenditures and Changes in Fund Balance. This report also includes other supplementary information in addition to the basic financial statements.

GOVERNMENT-WIDE FINANCIAL STATEMENTS

The District's annual report includes two financial statements combining the government-wide financial statements and the fund financial statements. The government-wide portion of these statements provides both long-term and short-term information about the District's overall status. Financial reporting at this level uses a perspective similar to that found in the private sector with its basis in full accrual accounting and elimination or reclassification of internal activities.

The first of the government-wide statements is the Statement of Net Position. This information is found in the Statement of Net Position column on pages 7 and 8. The Statement of Net Position is the District-wide statement of its financial position presenting information that includes all of the District's assets and liabilities, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District as a whole is improving or deteriorating. Evaluation of the overall health of the District would extend to other non-financial factors.

The government-wide portion of the Statement of Activities on page 10 reports how the District's net position changed during the current fiscal year. All current year revenues and expenses are included regardless of when cash is received or paid.

FUND FINANCIAL STATEMENTS

The combined statements also include fund financial statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District has one governmental fund type. The General Fund accounts for resources not accounted for in another fund, property tax revenues, costs of assessing and collecting taxes, and general expenditures. The District also has one fiduciary fund type. The Agency Fund is used to account for the receipt and disbursement of ambulance billings held for Santa Fe Fire and Rescue.

GALVESTON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 MANAGEMENT'S DISCUSSION AND ANALYSIS FOR THE YEAR ENDED DECEMBER 31, 2012

FUND FINANCIAL STATEMENTS (Continued)

Governmental funds are reported in each of the financial statements. The focus in the fund financial statements provides a distinctive view of the District's governmental funds. These statements report short-term fiscal accountability focusing on the use of spendable resources and balances of spendable resources available at the end of the year. They are useful in evaluating annual financing requirements of the District and the commitment of spendable resources for the near-term. Fiduciary funds are reported in the fiduciary fund financial statements, but are excluded from the governmental-wide reporting. Fiduciary fund financial statements report resources that are not available to fund District activities.

Since the government-wide focus includes the long-term view, comparisons between these two perspectives may provide insight into the long-term impact of short-term financing decisions. The adjustments columns, the Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position on page 9 and the Reconciliation of the Governmental Funds Statement of Revenues, Expenditures and Changes in Fund Balance to the Statement of Activities on page 11 explain the differences between the two presentations and assist in understanding the differences between these two perspectives.

NOTES TO FINANCIAL STATEMENTS

The accompanying notes to financial statements provide information essential to a full understanding of the government-wide and fund financial statements. The notes to financial statements can be found on pages 13 through 23 in this report.

OTHER INFORMATION

In addition to the financial statements and accompanying notes, this report also presents certain required supplementary information ("RSI"). The budgetary comparison schedule is included as RSI for the General Fund.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Net position may serve over time as a useful indicator of the District's financial position. In the case of the District, assets exceeded liabilities and deferred inflows of resources by \$1,036,944 as of December 31, 2012.

A portion of the District's net position reflects its investment in capital assets (e.g. fire fighting gear, fire fighting equipment and communication equipment), less any debt used to acquire those assets that is still outstanding. The District uses these assets to provide additional equipment to its service provider.

GALVESTON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 MANAGEMENT'S DISCUSSION AND ANALYSIS FOR THE YEAR ENDED DECEMBER 31, 2012

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The following is a comparative analysis of the Statement of Net Position as of December 31, 2012, and December 31, 2011.

	Summary of Changes in the Statement of Net Position					
	2	2012		2011		Change Positive Vegative)
Current and Other Assets	\$	1,907,927	\$	1,895,748	\$	12,179
Capital Assets (Net of Accumulated Depreciation)	-	272,854		304,357	4 27.53.5 2	(31,503)
Total Assets	\$	2,180,781	\$	2,200,105	\$	(19,324)
Long -Term Liabilities	\$	188,501	\$	251,335	\$	62,834
Current and Other Liabilities		70,220		65,661		(4,559)
Total Liabilities	\$	258,721	\$	316,996	\$	58,275
Deferred Inflows of Resources	\$	885,116	\$	879,119	\$	(5,997)
Net Position: Net Investment in Capital Assets Restricted Unrestricted	\$	21,519 316,380 699,045	\$	(9,812) 314,169 699,633	\$	31,331 2,211 (588)
Total Net Position	\$	1,036,944	\$	1,003,990	\$	32,954

The following table provides a summary of the District's operations for the years ended December 31, 2012, and December 31, 2011. During the current fiscal year, the District's net position increased by \$32,954, accounting for a 3.3% growth in net position.

		Summary of Changes in the Statement of Activities							
		2012 2011				Change Positive (Negative)			
Revenues:									
Property Taxes	\$	873,584	\$	852,823	\$	20,761			
Other Revenues		34,038		33,313		725			
Total Revenues	\$	907,622	\$	886,136	\$	21,486			
Expenses for Services	120	(874,668)		(805,616)		(69,052)			
Change in Net Position	\$	32,954	\$	80,520	\$	(47,566)			
Net Position, Beginning of Year		1,003,990	-	923,470		80,520			
Net Position, End of Year	\$	1,036,944	\$	1,003,990	\$	32,954			

GALVESTON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 MANAGEMENT'S DISCUSSION AND ANALYSIS FOR THE YEAR ENDED DECEMBER 31, 2012

FINANCIAL ANALYSIS OF THE DISTRICT'S GOVERNMENTAL FUNDS

The District's General Fund fund balance as of December 31, 2012, was \$857,410, an increase of \$732 from the prior year. The increase was primarily due to property tax collections.

GENERAL FUND BUDGETARY HIGHLIGHTS

The Board of Commissioners did not amend the budget during the current fiscal year. Actual revenues were \$69,768 more than budgeted revenues due to more taxes being collected than expected and penalty and interest collections which were not budgeted. Actual expenditures were \$99,036 more than budgeted expenditures due to payments to Santa Fe Fire and Rescue being more than budgeted. See budget and actual comparison on page 25.

CAPITAL ASSETS

The District's investment in capital assets as of December 31, 2012, amounts to \$272,854 (net of accumulated depreciation). This investment in capital assets includes equipment.

Capital Assets At Year-End, Net of Accumulated Depreciation

			-		Change Positive
	2012		2011	(1	Negative)
Capital Assets, Net of Accumulated Depreciation:		6 5-00-021-			
Communication Equipment	\$ 272,854	\$	304,357	\$	(31,503)
Total Capital Assets	\$ 272,854	\$	304,357	\$	(31,503)

Additional information on the District's capital assets can be found in Note 5 of this report.

LONG-TERM DEBT ACTIVITY

At the end of the current fiscal year, the District had a total debt payable of \$251,335. The changes in the debt position of the District during the fiscal year ended December 31, 2012, are summarized as follows:

Notes Payable, January 1, 2012	\$ 314,169
Less: Principal Payments	 62,834
Notes Payable, December 31, 2012	\$ 251,335

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide a general overview of the District's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to Galveston County Emergency Services District No. 1, c/o Coveler & Katz, 820 Gessner, Suite 1710, Houston, Texas 77024.



GALVESTON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

STATEMENT OF NET POSITION AND GOVERNMENTAL FUNDS BALANCE SHEET DECEMBER 31, 2012

	_	overnmental Fund Type General	Fiduciary Fund Type Agency Fund		
	1,5 5	Fund			
ASSETS	(0=====		0		
Cash, Note 4	\$	895,152	\$	36,651	
Investments, Note 4		316,380			
Cash with Galveston County		95,544			
Receivables:					
Property Taxes		535,559			
Penalty and Interest on Delinquent Taxes Accrued Interest		64,976 316			
Capital Assets (Net of Accumulated					
Depreciation), Note 5					
TOTAL ASSETS	\$	1,907,927	\$	36,651	
LIABILITIES					
Accounts Payable	\$	5,347	\$		
Accrued Interest Payable					
Due to Santa Fe Fire and Rescue Notes Payable: Due Within One Year, Note 7		50		36,651	
Due After One Year, Note 7			-		
TOTAL LIABILITIES	\$	5,397	\$	36,651	
DEFERRED INFLOWS OF RESOURCES					
Property Taxes	\$	980,144	\$		
Penalty and Interest on Delinquent Taxes		64,976	4		
TOTAL DEFERRED INFLOWS OF					
RESOURCES	\$	1,045,120	\$	-0-	
FUND BALANCE					
Restricted, Note 4	\$	316,380	\$		
Unassigned		541,030			
TOTAL FUND BALANCE	\$	857,410	\$	-0-	
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCE	\$	1,907,927	\$	36,651	
NET DOCITION					

NET POSITION

Net Investment in Capital Assets

Restricted

Unrestricted

TOTAL NET POSITION

 Total	 Adjustments	Net Position	
\$ 931,803 316,380 95,544	\$ (36,651)	\$	895,152 316,380 95,544
535,559 64,976 316			535,559 64,976 316
	272,854		272,854
\$ 1,944,578	\$ 236,203	\$	2,180,781
\$ 5,347	\$ 1,989	\$ \$	5,347 1,989
36,701	(36,651) 62,834 188,501		62,834 188,501
\$ 42,048	\$ 216,673	\$	258,721
\$ 980,144 64,976	\$ (95,028) (64,976)	\$	885,116
\$ 1,045,120	\$ (160,004)	\$	885,116
\$ 316,380 541,030	\$ (316,380) (541,030)	\$	
\$ 857,410	\$ (857,410)	\$	- 0 -
\$ 1,944,578			
	\$ 21,519	\$	21,519
	316,380 699,045		316,380 699,045
	\$ 1,036,944	\$	1,036,944

GALVESTON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET TO THE STATEMENT OF NET POSITION DECEMBER 31, 2012

Total Fund Balances - Governmental Funds		\$ 857,410
Amounts reported for governmental activities in the different because:	e Statement of Net Position are	
Land, construction in progress and capital assets use not current financial resources and, therefore, are governmental funds.	•	272,854
Deferred tax revenues and deferred penalty and in taxes for the 2011 and prior tax levies became part governmental activities of the District.		160,004
Certain liabilities are not due and payable in the cur not reported as liabilities in the governmental funds consist of:	-	
Accrued Interest Payable	\$ (1,989)	
Notes Payable Within One Year	\$ (62,834)	
Notes Payable After One Year	(188,501)	(253,324)
Total Net Postion - Governmental Activities		\$ 1,036,944

GALVESTON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUNDS REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE FOR THE YEAR ENDED DECEMBER 31, 2012

REVENUES	_Ge	eneral Fund	A	djustments	. <u> </u>	Statement of Activities
Property Taxes Penalty and Interest Investment Revenues	\$	873,164 28,792	\$	420 2,460	\$	873,584 31,252
TOTAL REVENUES	\$	2,786 904,742	\$	2,880	\$	2,786 907,622
EXPENDITURES/EXPENSES Service Operations: District Services - Santa Fe						
Fire and Rescue Accounting and Auditing Appraisal District Fees Commissioner Fees Insurance Legal Fees - General Legal Fees - Delinquent Tax Collections Tax Assessor/Collector Fees Depreciation, Note 5 Other Debt Service:	\$	776,105 18,275 5,903 2,950 2,601 14,582 9,035 4,116	\$	31,503	\$	776,105 18,275 5,903 2,950 2,601 14,582 9,035 4,116 31,503 869
Note Principal Note Interest		62,834 6,740		(62,834) 1,989	Name	8,729
TOTAL EXPENDITURES/EXPENSES	\$	904,010	\$	(29,342)	\$	874,668
NET CHANGE IN FUND BALANCE	\$	732	\$	(732)	\$	
CHANGE IN NET POSITION				32,954		32,954
FUND BALANCE/NET POSITION - JANUARY 1, 2012	20	856,678		147,312	-	1,003,990
FUND BALANCE/NET POSITION - DECEMBER 31, 2012	\$	857,410	\$	179,534	\$	1,036,944

GALVESTON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE TO THE STATEMENT OF ACTIVITIES FOR THE YEAR ENDED DECEMBER 31, 2012

Net Change in Fund Balance - Governmental Funds	\$ 732
Amounts reported for governmental activities in the Statement of Activities are different because:	
Governmental funds report tax revenues when collected. However, in the Statement of Activities, revenues are recorded in the accounting period for which the taxes are levied.	420
Governmental funds report penalty and interest revenue on property taxes when collected. However, in the Statement of Activities, revenues are recorded when penalty and interest are assessed.	2,460
Governmental funds do not account for depreciation. However, in the Statement of Net Position, capital assets are depreciated and depreciation expense is recorded in the Statement of Activities.	(31,503)
Governmental funds report principal payments on long-term liabilities as expenditures in the year paid. However, in the Statement of Net Position, liabilities are reduced when principal payments are made and the Statement of Activities is not affected.	62,834
Governmental funds report interest payments on long-term debt as expenditures in the year paid. However, in the Statement of Net Position, interest is accrued on the long-term debt through fiscal year-end.	 (1,989)
Change in Net Position - Governmental Activities	\$ 32,954

GALVESTON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 STATEMENT OF FIDUCIARY NET POSITION DECEMBER 31, 2012

		Agency Fund
ASSETS		
Cash	\$	36,651
TOTAL ASSETS	\$	36,651
LIABILITIES		
Due to Santa Fe Fire and Rescue	<u>\$</u>	36,651
TOTAL LIABILITIES	\$	36,651

THIS PAGE INTENTIONALLY LEFT BLANK

NOTE 1. CREATION OF DISTRICT

Galveston County Emergency Services District No. 1 (the "District") was created by the Commissioners' Court of the County of Galveston on May 16, 1994, in accordance with Article III, Section 48-e, of the Texas Constitution. This action was taken by the Commissioners as a result of voter approval by residents of the District on May 7, 1994. The District operates under Chapter 775 of the Health and Safety Code. The District was established to provide operating funds for the contracting of fire prevention and emergency medical services within the boundaries of the District.

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America as promulgated by the Governmental Accounting Standards Board ("GASB").

The GASB has established the criteria for determining whether or not a given entity is a component unit. The criteria are: (1) is the potential component unit a legally separate entity, (2) does the primary government appoint a voting majority of the potential component unit's board, (3) is the primary government able to impose its will on the potential component unit, (4) is there a financial benefit or burden relationship. The District was created as an independent municipality. The District does not meet the criteria for inclusion as a component unit of any entity nor does any other entity meet the component unit criteria for inclusion in the District's financial statements.

Financial Statement Presentation

These financial statements have been prepared in accordance with GASB Codification of Governmental Accounting and Financial Reporting Standards Part II, Financial Reporting.

The GASB Codification sets forth standards for external financial reporting for all state and local government entities, which include a requirement for a Statement of Net Position and a Statement of Activities. It requires the classification of net position into three components: Net Investment in Capital Assets; Restricted; and Unrestricted. These classifications are defined as follows:

• Net Investment in Capital Assets – This component of net position consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvements of those assets.

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Financial Statement Presentation (Continued)

- Restricted Net Position This component of net position consists of external constraints placed on the use of assets imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulation of other governments or constraints imposed by law through constitutional provisions or enabling legislation.
- Unrestricted Net Position This component of net position consists of assets that do not meet the definition of "Restricted" or "Net Investment in Capital Assets, Net of Related Debt."

When both restricted and unrestricted resources are available for use, generally it is the District's policy to use restricted resources first.

Government-Wide Financial Statements

The Statement of Net Position and the Statement of Activities display information about the District as a whole. The District's Statement of Net Position and Statement of Activities are combined with the governmental fund financial statements. The District is viewed as a special-purpose government and has the option of combining these financial statements.

The Statement of Net Position is reported by adjusting the governmental fund types to report on the full accrual basis, economic resource basis, which recognizes all long-term assets and receivables as well as long-term debt and obligations. Any amounts recorded due to and due from other funds are eliminated in the Statement of Net Position.

The Statement of Activities is reported by adjusting the governmental fund types to report only items related to current year revenues and expenditures. Items such as capital outlay are allocated over their estimated useful lives as depreciation expense. Internal activities between governmental funds, if any, are eliminated by adjustment to obtain net total revenues and expenses in the government-wide Statement of Activities.

Fund Financial Statements

As discussed above, the District's fund financial statements are combined with the government-wide statements. The fund statements include a Balance Sheet and Statement of Revenues, Expenditures and Changes in Fund Balance.

Fund Types

The District has one governmental fund and one fiduciary fund and considers each fund to be a major fund.

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Financial Statement Presentation (Continued)

Fund Financial Statements (Continued)

<u>General Fund</u> – To account for resources not required to be accounted for in another fund, property tax revenues, costs of assessing and collecting taxes, and general expenditures.

<u>Agency Fund</u> – To account for the receipt and disbursement of ambulance billings held for Santa Fe Fire and Rescue. See Note 6 for additional information.

Basis of Accounting

The District uses the modified accrual basis of accounting for governmental fund types. The modified accrual basis of accounting recognizes revenues when both "measurable and available." Measurable means the amount can be determined. Available means collectable within the current period or soon enough thereafter to pay current liabilities. The District considers revenue reported in governmental funds to be available if they are collectable within 60 days after year end. Also, under the modified accrual basis of accounting, expenditures are recorded when the related fund liability is incurred, except for principal and interest on long-term debt, which are recognized as expenditures when payment is due.

Property taxes considered available by the District and included in revenues include 2011 tax levy collections during the period October 1, 2011, to December 31, 2012, and taxes collected from January 1, 2012, to December 31, 2012, for all prior tax levies. The 2012 tax levy has been fully deferred to meet the District's planned expenditures in the 2013 fiscal year.

Amounts transferred from one fund to another fund are reported as an other financing source or use. Loans by one fund to another fund and amounts paid by one fund for another fund are reported as interfund receivables and payables in the Governmental Funds Balance Sheet if there is intent to repay the amount and if the debtor fund has the ability to repay the advance on a timely basis.

Capital Assets

Capital assets, which include land, buildings and equipment, are reported in the government-wide Statement of Net Position. All capital assets are valued at historical cost or estimated historical cost if actual historical cost is not available. Donated assets are valued at their fair market value on the date donated. Repairs and maintenance are recorded as an expenditure in the governmental fund incurred and as an expense in the government-wide Statement of Activities. Capital asset additions, improvements and preservation costs that extend the life of an asset are capitalized and depreciated over the estimated useful life of the asset.

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Capital Assets (Continued)

Assets are capitalized if they have a total cost of \$5,000 or more and a useful life of at least two years or more. Depreciation is calculated on each class of depreciable property using no salvage value and the straight-line method of depreciation. Estimated useful lives are as follows:

	Years
Firefighting Equipment	10
Firefighting Gear	7
Communication Equipment	10

Budgeting

In compliance with governmental accounting principles, the Board of Commissioners annually adopts an unappropriated budget for the General Fund. The budget was not amended during the current fiscal year.

Pensions

The District has not established a pension plan as the District does not have employees. The Internal Revenue Service has determined that fees of office received by Commissioners are considered to be wages subject to federal income tax withholding for payroll tax purposes only.

Measurement Focus

Measurement focus is a term used to describe which transactions are recognized within the various financial statements. In the government-wide Statement of Net Position and Statement of Activities, the governmental activities are presented using the economic resources measurement focus. The accounting objectives of this measurement focus are the determination of operating income, changes in net position, financial position, and cash flows. All assets and liabilities associated with the activities are reported. Fund equity is classified as net position.

Governmental fund types are accounted for on a spending or financial flow measurement focus. Accordingly, only current assets and current liabilities are included on the Balance Sheet, and the reported fund balances provide an indication of available spendable or appropriable resources. Operating statements of governmental fund types report increases and decreases in available spendable resources. Fund balances in governmental funds are classified using the following hierarchy:

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus (Continued)

Nonspendable: amounts that cannot be spent either because they are in nonspendable form or because they are legally or contractually required to be maintained intact.

Restricted: amounts that can be spent only for specific purposes because of constitutional provisions, or enabling legislation, or because of constraints that are imposed externally.

Committed: amounts that can be spent only for purposes determined by a formal action of the Board of Directors. The Board is the highest level of decision-making authority for the District. This action must be made no later than the end of the fiscal year. Commitments may be established, modified, or rescinded only through ordinances or resolutions approved by the Board. The District does not have any committed fund balances.

Assigned: amounts that do not meet the criteria to be classified as restricted or committed, but that are intended to be used for specific purposes. The District has not adopted a formal policy regarding the assignment of fund balances and does not have any assigned fund balances.

Unassigned: all other spendable amounts in the General Fund.

When expenditures are incurred for which restricted, committed, assigned or unassigned fund balances are available, the District considers amounts to have been spent first out of restricted funds, then committed funds, then assigned funds, and finally unassigned funds.

Accounting Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

Subsequent Events

In preparing these financial statements management has evaluated and disclosed all material subsequent events through May 28, 2013, which is the date these statements were available to be issued.

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

New Pronouncements

GASB Statement No. 63, Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position, which is effective for fiscal years beginning after December 15, 2011, provides guidance for reporting the financial statement elements of deferred outflows of resources, which represent the consumption of the District's net assets that is applicable to a future reporting period, and deferred inflows of resources, which represent the District's acquisition of net assets applicable to a future reporting period. GASB Statement No. 63 has been implemented in these financial statements.

GASB Statement No. 65, Items Previously Reported as Assets and Liabilities, which is effective for fiscal years beginning after December 15, 2012, establishes accounting and financial reporting standards that reclassify, as deferred outflows of resources or deferred inflows of resources, certain items that were previously reported as assets and liabilities and recognizes, as outflows of resources or inflows of resources, certain items that were previously reported as assets and liabilities. GASB Statement No. 65 has been early-implemented in these financial statements.

NOTE 3. TAX LEVY

Voters of the District approved a maximum tax rate of \$0.10 per \$100 of assessed valuation. During the year ended December 31, 2012, the District levied an ad valorem tax at the rate of \$0.08570 per \$100 of assessed valuation, which resulted in a tax levy of \$885,116 on the adjusted taxable valuation of \$1,032,806,719 for the 2012 tax year.

The District's tax calendar is as follows:

Levy Date

- Before the later of September 30 or the 60th day after the receipt of the

certified tax roll.

Lien Date

- January 1.

Due Date

- Not later than January 31.

Delinquent Date - February 1, at which time the taxpayer is liable for penalty and interest.

NOTE 4. DEPOSITS AND INVESTMENTS

Deposits

Custodial credit risk is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party. The District's deposit policy for custodial credit risk requires compliance with the provisions of Texas statutes.

Texas statutes require that any cash balance in any fund shall, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, be continuously secured by a valid pledge to the District of securities eligible under the laws of Texas to secure the funds of the District, having an aggregate market value, including accrued interest, at all times equal to the uninsured cash balance in the fund to which such securities are pledged. At fiscal year end, the carrying amount of the District's deposits was \$1,248,183 and the bank balance was \$1,248,593. Of the bank balance, \$271,460 was covered by federal depository insurance and the balance was covered by the pledge of securities held in safekeeping by a third-party institution in the District's name.

The carrying values of the deposits are included in the Governmental Funds Balance Sheet and the Statement of Net Position at December 31, 2012, as listed below:

		Certificates					
		Cash		of Deposit		Total	
GENERAL FUND	\$	895,152	\$	316,380	\$	1,211,532	
AGENCY FUND	Y	36,651	-			36,651	
TOTAL DEPOSITS	\$	931,803	\$	316,380	\$	1,248,183	

Investments

Under Texas law, the District is required to invest its funds under written investment policies that primarily emphasize safety of principal and liquidity and that address investment diversification, yield, maturity, and the quality and capability of investment management, and all District funds must be invested in accordance with the following investment objectives: understanding the suitability of the investment to the District's financial requirements, first; preservation and safety of principal, second; liquidity, third; marketability of the investments if the need arises to liquidate the investment before maturity, fourth; diversification of the investment portfolio, fifth; and yield, sixth. The District's investments must be made "with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived." No person may invest District funds without express written authority from the Board of Commissioners.

NOTE 4. DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

Texas statutes include specifications for and limitations applicable to the District and its authority to purchase investments as defined in the Public Funds Investment Act. Authorized investments are summarized as follows: (1) obligations of the United States or its agencies and instrumentalities, (2) direct obligations of the State of Texas or its agencies and instrumentalities, (3) certain collateralized mortgage obligations, (4) other obligations, the principal of and interest on which are unconditionally guaranteed or insured by the State of Texas or the United States or its agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States, (5) certain A rated or higher obligations of states, agencies, counties, cities, and other political subdivisions of any state, (6) bonds issued, assumed or guaranteed by the State of Israel, (7) insured or collateralized certificates of deposit, (8) certain fully collateralized repurchase agreements secured by delivery, (9) certain bankers' acceptances with limitations, (10) commercial paper rated A-1 or P-1 or higher and a maturity of 270 days or less, (11) no-load money market mutual funds and no-load mutual funds with limitations, (12) certain guaranteed investment contracts, (13) certain qualified governmental investment pools and (14) a qualified securities lending program.

All investments are recorded at cost, which the District considers to be fair value. As of December 31, 2012, the District had the following investments and maturities:

		V	Maturitie	s in Years	
Fund and		Less Than			More Than
Investment Type	_Fair Value	1	1-5	6-10	10
GENERAL FUND		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			4.
Certificates of Deposit	\$ 316,380	\$ 316,380	\$ -0-	\$ -0-	\$ -0-

Credit risk is the risk that the issuer or other counterparty to an investment will not fulfill its obligations. The District manages credit risk by investing in certificates of deposit with balances covered in accordance with Texas statutes.

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The District manages interest rate risk by investing in certificates of deposit with maturities of less than one year.

Restrictions

A certificate of deposit in the amount of \$316,380 has been pledged to secure repayment of a note. See Note 7.

NOTE 5. CAPITAL ASSETS

Capital asset activity for the year ended December 31, 2012:

]	anuary 1, 2012		[ncreases	Decreases	De	cember 31, 2012
Capital Assets Subject to	120000						
Depreciation							
Fire Fighting Gear	\$	38,831	\$		\$	\$	38,831
Fire Fighting Equipment		97,686		1/2			97,686
Communication Equipment		314,169			<u> </u>		314,169
Total Capital Assets Subject to	SHEET		2000000				
Depreciation		450,686	_\$_	-0-	\$ -0-		450,686
Less Accumulated Depreciation							
Fire Fighting Gear	\$	38,831	\$		\$	\$	38,831
Fire Fighting Equipment		97,686					97,686
Communication Equipment		9,812		31,503			41,315
Total Depreciation	\$	146,329	\$	31,503	\$ -0-	\$	177,832
Total Capital Assets Net of							
Accumulated Depreciation	\$	304,357	\$	(31,503)	\$ -0-	\$	272,854

NOTE 6. CONTRACT FOR THE PAYMENT OF FIRE PROTECTION, FIRE SUPPRESSION AND EMERGENCY MEDICAL RESCUE SERVICES

On February 22, 2010, the District executed a contract for the payment of fire protection, fire, suppression and rescue services with Santa Fe Fire and Rescue (the "Department"). The term of the contract is for five years, beginning effective January 1, 2010, subject to the adoption each year of the Operating and Capital Budgets of the Department, through December 31, 2014. Under the terms of the contract, the Department agrees to provide fire protection and suppression services, emergency medical and rescue services to the residents and commercial interests within the boundaries of the geographic District. This contract may be terminated by either party without cause upon 180 days notice to the other party, or for cause upon 150 days notice to the other party.

The Department agrees to prepare for submission to the District an Operating Budget to be tendered to the District at the District's August meeting of each year. The District has the right to approve the monthly monetary amount that will be invoiced to the District by the Department. At the same meeting, the Department will also submit to the District a Capital Budget for the District's review and approval. The District will not be obligated to pay more than the funds it receives in hand less its own administrative costs and operating expenditures.

NOTE 6. CONTRACT FOR THE PAYMENT OF FIRE PROTECTION, FIRE SUPPRESSION AND EMERGENCY MEDICAL RESCUE SERVICES (Continued)

Ownership of all assets of the Department shall remain with the Department during the term of this contract. However, in the event of dissolution of the Department or termination and non-renewal of this contract, the ownership and possession of all non-disposable assets purchased in whole with District appropriated funds shall revert to the District; and ownership and possession of all non-disposable assets purchase partly with District appropriated funds shall revert to the District, subject to reimbursement to the Department for its pro rata share of the fair market value of such asset based upon the ratio of the purchase price paid for with Department funding. The Department agrees to insure all capital assets of the Department, to the extent available, for full replacement costs with the District listed as the "loss payee". The District agrees to furnish sufficient funds annually for the purchase of the insurance required by this contract.

During the current fiscal year, the District recorded an expenditure of \$776,105 for services provided by the Department.

All funds received by the Department, during the term of this agreement, from private insurance carriers, Medicaid, Medicare or directly from a patient in payment for emergency medical, transport and similar services of an emergency nature are to be held by the District for the benefit of the Department's capital expenditure needs or approved prior capital loan repayment obligations, the payment of the Department's pension plan annual obligations, or as otherwise mutually agreed by the District and the Department. In the event of termination or non-renewal of this contract, the ambulance billing revenue not funded to the Department by the District shall be remitted to the Department, less any lawful offsets and credits that may be due the District. At December 31, 2012, the amount of ambulance billings held by the District was \$36,651.

NOTE 7. NOTES PAYABLE

On September 8, 2011, the District executed a note with Texas First Bank – Santa Fe, in the amount of \$314,169 for the purchase of communication equipment to be utilized by the service provider. The interest rate is 2.7%. The proceeds of \$314,619 were deposited with the District who then remitted the funds to Motorola Solutions, Inc. for the purchase of the equipment. Per the terms of the note, the District has assigned a certificate of deposit in the amount of \$316,380 to Texas First Bank – Santa Fe. Note terms are based on a 5-year amortization, with annual 20% principal reduction and quarterly interest payments. The note will mature and be renewed each 12-month period to coincide with the maturity of the certificate of deposit.

NOTE 7. NOTES PAYABLE (Continued)

The following is a summary of transactions regarding notes payable for the year ended December 31, 2012:

Notes Payable, January 1, 2012	\$	314,169
Less: Principal Payments	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	62,834
Notes Payable, December 31, 2012	\$	251,335
Notes Payable:		
Due Within One Year	\$	62,834
Due After One Year		188,501
Notes Payable, December 31, 2012	\$	251,335

As of December 31, 2012, debt service requirements on the note are as follows:

Fiscal Year	Pr	incipal	In	terest	7	Total
2013	\$	62,834	\$	6,363	\$	69,197
2014		62,834		4,667		67,501
2015		62,834		2,970		65,804
2016	-	62,833		1,278	_	64,111
Total	<u>\$</u>	251,335	\$	15,278	\$	266,613

NOTE 8. RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; and errors and omissions for which the District carries commercial insurance. The District has not significantly reduced insurance coverage or had settlements which exceeded coverage amounts for the past three fiscal years.



GALVESTON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL - GENERAL FUND FOR THE YEAR ENDED DECEMBER 31, 2012

	Original and Final Budget	Actual	Variance Positive (Negative)
REVENUES			
Property Taxes	\$ 833,474	\$ 873,164	\$ 39,690
Penalty and Interest	Ψ 035,11.	28,792	28,792
Investment Revenues	1,500	2,786	1,286
TOTAL REVENUES	\$ 834,974	\$ 904,742	\$ 69,768
EXPENDITURES			
Service Operations:			
District Services - Santa Fe Fire and Rescue	\$ 677,074	\$ 776,105	\$ (99,031)
Accounting and Auditing	22,000	18,275	3,725
Appraisal District Fees	7,000	5,903	1,097
Commissioner Fees	4,000	2,950	1,050
Insurance	3,000	2,601	399
Legal Fees - General	10,000	14,582	(4,582)
Legal Fees - Delinquent Tax Collections		9,035	(9,035)
Tax Assessor/Collector Fees	6,000	4,116	1,884
Other	3,900	869	3,031
Capital Outlay	72,000		72,000
Debt Service:			
Note Principal		62,834	(62,834)
Note Interest	-	6,740	(6,740)
TOTAL EXPENDITURES	\$ 804,974	\$ 904,010	\$ (99,036)
NET CHANGE IN FUND BALANCE	\$ 30,000	\$ 732	\$ (29,268)
FUND BALANCE - JANUARY 1, 2012	856,678	856,678	
FUND BALANCE - DECEMBER 31, 2012	\$ 886,678	\$ 857,410	\$ (29,268)



GALVESTON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 REQUIRED SUPPLEMENTARY INFORMATION DECEMBER 31, 2012

GALVESTON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 LISTING OF THE NUMBER OF EMERGENCY

RESPONSES MADE WITHIN AND OUTSIDE THE DISTRICT FOR THE YEAR ENDED DECEMBER 31, 2012 (UNAUDITED)

Number of Emergency Responses made Within the District	1,998
Number of Emergency Responses made Outside of the District	97
Total Emergency Responses	2,095

GALVESTON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 SCHEDULE OF INSURANCE AND BONDING COVERAGE DECEMBER 31, 2012

323/1	From	Amount	
Type of Coverage	То	of Coverage	Insurer/Name
PUBLIC OFFICIAL BOND Treasurer	5/11/12 5/11/13	\$ 100,000	Hartford Casualty Insurance Company
HIRED/NON-OWNED AUTO	11/01/12		American Alternative
LIABILITY	11/01/13		Insurance Corporation
Combined Single Limit		\$ 1,000,000	•
GENERAL LIABILITY General Aggregate Products/Completed Operations Personal and Advertising Injury Per Occurrence Damage to Rented Premises Medical Expense	11/01/12 11/01/13	\$ 3,000,000 3,000,000 1,000,000 1,000,000 1,000,000 5,000	American Alternative Insurance Corporation
MANAGEMENT LIABILITY	11/01/12		American Alternative
Each Wrongful Act	11/01/13	\$ 1,000,000	Insurance Corporation
Aggregate		3,000,000	
COMMERCIAL UMBRELLA	11/01/12		American Alternative
Each Occurrence	11/01/13	\$ 1,000,000	Insurance Corporation
Aggregate		2,000,000	•

GALVESTON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 ANALYSIS OF TAXES LEVIED AND RECEIVABLE FOR THE YEAR ENDED DECEMBER 31, 2012

	Maintenance Taxes					
TAXES RECEIVABLE - JANUARY 1, 2012 Adjustments to Beginning Balance	\$	652,585 (5,535)	\$	647,050		
Original 2012 Tax Levy Adjustment to 2012 Tax Levy	\$	863,202 21,914		885,116		
TOTAL TO BE ACCOUNTED FOR			\$	1,532,166		
TAX COLLECTIONS: Prior Years Current Year	\$	552,022 444,585		996,607		
TAXES RECEIVABLE - DECEMBER 31, 2012			\$	535,559		
TAXES RECEIVABLE BY YEAR:						
2012			\$	440,531		
2011				24,426		
2010				14,858		
2009				10,332		
2008				8,053		
2007				5,878		
2006				5,361		
2005				3,962		
2004				4,374		
2003				3,869		
2002				3,781		
2001				2,158		
2000				1,439		
1999				1,583		
1998				1,166		
1997				1,073		
1996				945		
1995				893		
1994			-	877		
TOTAL			\$	535,559		

	*			×		
	E				ş - ⁸	
м 18	+1	2	×	8.		
*			*			
¥.	THIS PAG	E INTENT	ONALLY I	LEFT	BLAN]	K
8 8		i				
	51					
					a)	
					•	
* v **	. 3					

9

g ⇔3.

GALVESTON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 ANALYSIS OF TAXES LEVIED AND RECEIVABLE FOR THE YEAR ENDED DECEMBER 31, 2012

	2012	2011	2010	2009
PROPERTY VALUATIONS:				
Land	\$ 352,627,5	83 \$ 351,953,194	\$ 351,803,334	\$ 244,813,423
Improvements	775,102,9	33 760,951,859	752,113,473	732,565,020
Personal Property	69,915,0	19 68,154,687	60,894,681	65,770,256
Exemptions	(164,838,8	16) (163,122,150)	(174,725,001)	(126,491,647)
TOTAL PROPERTY				
VALUATIONS	\$ 1,032,806,7	\$ 1,017,937,590	\$ 990,086,487	\$ 916,657,052
TAX RATES PER \$100				
VALUATION:	\$ 0.085	<u>\$ 0.08630</u>	\$ 0.08630	\$ 0.08630
ADJUSTED TAX LEVY*	\$ 885,12	\$ 879,119	\$ 855,093	\$ 791,620
PERCENTAGE OF TAXES COLLECTED TO TAXES			,	
LEVIED	50.23	% 97.22 %	98.26 %	98.69 %

^{*} Based upon the adjusted tax levy at the time of the audit for the fiscal year in which the tax was levied.

GALVESTON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES GENERAL FUND – FIVE YEARS

	 		 Amounts
	2012	2011	2010
REVENUES Property Taxes Penalty and Interest Investment Revenues Miscellaneous Revenues	\$ 873,164 28,792 2,786	\$ 846,127 25,707 1,838	\$ 787,145 24,906 1,691
TOTAL REVENUES	\$ 904,742	\$ 873,672	\$ 813,742
EXPENDITURES			
District Services - Santa Fe Fire and Rescue Accounting and Auditing Appraisal District Fees Commissioner Fees Insurance Legal Fees - General Legal Fees - Delinquent Tax Collections Tax Assessor/Collector Fees Other Capital Outlay Debt Service: Note Principal Note Interest	\$ 776,105 18,275 5,903 2,950 2,601 14,582 9,035 4,116 869	\$ 734,086 17,010 5,641 3,300 2,162 14,289 7,596 8,740 703 314,169	\$ 702,958 19,023 6,344 2,800 2,162 14,600 7,851 6,534 196
TOTAL EXPENDITURES	\$ 904,010	\$ 1,109,973	\$ 762,468
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	\$ 732	\$ (236,301)	\$ 51,274
OTHER FINANCING SOURCES (USES) Note Proceeds	\$ - 0 -	\$ 314,169	\$ - 0 -
NET CHANGE IN FUND BALANCE	\$ 732	\$ 77,868	\$ 51,274
BEGINNING FUND BALANCE	 856,678	 778,810	727,536
ENDING FUND BALANCE	\$ 857,410	\$ 856,678	\$ 778,810

Percentage of Total Rever	nue
---------------------------	-----

				 		101	CCIIII	age of 10	tai i	CVCIIUC			
(2009	_	2008	 2012		2011		2010		2009		2008	
\$	779,105 23,380 1,618 85	\$	711,420 23,136 3,824	96.5 3.2 0.3		96.9 2.9 0.2		96.7 3.1 0.2	%	96.9 2.9 0.2	%	96.4 3.1 0.5	
\$	804,188	\$	738,380	100.0	%	100.0	%	100.0	%	100.0	%	100.0	%
\$	772,083 9,209 3,511 2,187 15,824 7,269 4,764 26	\$	637,507 10,353 6,312 2,187 14,951 7,261 5,790 1,122	85.8 2.0 0.7 0.3 0.3 1.6 1.0 0.5		84.0 1.9 0.6 0.4 0.2 1.6 0.9 1.0 0.1 36.0	%	86.4 2.3 0.8 0.3 0.3 1.8 1.0	%	96.0 1.1 0.4 0.3 2.0 0.9 0.6	%	86.3 1.4 0.9 0.3 2.0 1.0 0.8 0.2	%
\$	814,873	\$	685,483	6.9 0.7 99.9	- % _	0.3	~ % _	93.7	- % _	101.3	- % _	92.9	%
\$	(10,685)	\$	52,897	0.1	% <u>-</u>	(27.0)	% =	6.3	% =	(1.3)	% <u>-</u>	7.1	%
\$ \$ 	- 0 - (10,685) 738,221 727,536	\$ \$ \$	- 0 - 52,897 685,324 738,221										

GALVESTON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 BOARD OF COMMISSIONERS AND CONSULTANTS DECEMBER 31, 2012

District Mailing Address

- Galveston County Emergency Services District No. 1

c/o Coveler & Katz, P.C. Two Memorial City Plaza 820 Gessner Road, Suite 1710 Houston, Texas 77024-8261

District Telephone Number

- (713) 984-8222

Commissioners	Term of Office Appointed - Expires	for the	s of Office e year ended aber 31, 2012	Rein for th	Expense mbursements he year ended mber 31, 2012	Title	
Frank Marabella	01/01/11 12/31/12	\$	650	\$	-0-	President	
Garrett "Cotton" Miller	01/01/12 12/31/13	\$	650	\$	-0-	Vice President	
Celia Corley-Davis	01/01/11 12/31/12	\$	450	\$	-0-	Secretary/ Treasurer/ Investment Officer	
George Willoughby	01/01/12 12/31/13	\$	600	\$	-0-	Assistant Secretary/ Assistant Treasurer	
Mike Burkhart	01/01/11 12/31/12	\$	550	\$	-0-	Commissioner	

The limit of fees of office that a Commissioner may receive during a year is \$3,000 as set by the Health and Safety Code-Chapter 775. Fees of office and expense reimbursements are the amounts actually paid to a Commissioner during the District's current fiscal year.

GALVESTON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 BOARD OF COMMISSIONERS AND CONSULTANTS DECEMBER 31, 2012

Consultants:	Date Hired	ye	es for the ar ended ber 31, 2012*	Title	
Coveler & Katz, P.C. 820 Gessner, Suite 1710 Houston, TX 77024	1994	\$	14,582	Attorney	
McCall Gibson Swedlund Barfoot PLLC Certified Public Accountants 13100 Wortham Center Drive, Suite 235 Houston, TX 77065-5610	03/26/01	\$	7,750	Auditor	
Galveston County Tax Assessor/Collector 722 Moody Avenue, First Floor Galveston, TX 77550	Legislative Action	\$	4,116	Tax Assessor/ Collector	
Galveston County Appraisal District 600 Gulf Freeway, Suite 113 Texas City, TX 77591	Legislative Action	\$	5,903	Central Appraisal District	
DRDA, P.C. 1011 Tremont Street Galveston, TX 77550	1994	\$	10,525	Bookkeeper	
Lineberger Goggan Blair & Sampson, LLP 1301 Travis Street, Suite 300 Houston, TX 77002	04/25/05	\$	9,035	Delinquent Tax Attorney	

^{*} Accrued basis

AGENDA ITEM #9.

July 3, 2013

The Honorable County Judge

Re: Imposition of Optional Fees

GALVESTON COUNTY JUDGE

Your Honor:

County commissioners courts are statutorily required to notify the Texas Department of Motor Vehicles each year regarding the collection of optional fees. Chapter 502 of the Transportation Code gives counties the authority to impose optional local fees in addition to the registration fee. The following is a brief description of these local fees collected when a vehicle is registered in the county:

County Road and Bridge Fee (Section 502.401):

- optional additional fee, not to exceed \$10;
- funds used for county roads and bridges.

Child Safety Fee (Section 502.403):

- optional additional fee, not less than 50 cents or more than \$1.50;
- funds school crossing guard services:
- remaining funds used for programs to enhance child safety, health, or nutrition, including child abuse intervention and prevention and drug and alcohol abuse prevention.

Review the attached chart, "2013 County Road and Bridge Fees/Child Safety Fee by County," then complete the attached "Imposition of Optional Fees" form. If your county will keep the same optional fees for calendar year 2014, complete OPTION A. If your county will change any optional fees for calendar year 2014, complete OPTION B. Return the form with a scanned electronic copy of the Commissioners Court Order.

Deadline: Please reply by e-mail on or before Friday, August 16, 2013, to: DMV_OptionalCountyFeeUpdates@TxDMV.gov, or fax to (512) 467-5909.

Contact Anita Orr, VTR Registration Services, at (512) 302-2077 if you have questions. Thank you for your timely response.

Sincerely,

Randy Effiston, Director

Vehicle Titles and Registration Division

cc: County Tax Assessor-Collectors



Imposition of Optional Fees Calendar Year 2014

INSTRUCTIONS: Complete and return this form (includ the TxDMV via email, <i>DMV_OptionalCountyFeeUpdate</i> 467-5909.	ing court orders, if required) to es@TxDMV.gov, or fax (512)
Please submit as soon as possible, but no later than Frid	ay, August 16, 2013.
County Name:	
SELECT ONLY <u>ONE</u> OPTION BELOW:	
OPTION A – No change. This county will charge the Submit this form to TxDMV. A copy of the commiss required.	
-OR-	
OPTION B – The commissioners court has approve Complete the following chart. Enter amounts for eachange. Enter zero (0) where applicable.	ch fee, even those that did not
Calendar Year 2014 fees to be collected by your	county:
Road and Bridge Fee (if any): Child Safety Fee (if any):	\$ \$
Total Fees for 2014:	\$
NOTE: For Option B, submit this form <u>and</u> a photocop court order.	y of the commissioners

2013 County Road and Bridge Fees/Child Safety Fund Fee by County

County	Road & Bridge Fee	Child Safety Fee	County	Road & Bridge Fee	Child Safety Fee	County	Road & Bridge Fee	Child Safety Fee	County	Road & Bridge Fee	Chile Safety
ANDERSON	\$10.00		DIMMIT	\$10.00	\$1.50	KARNES	\$10.00		REAGAN	\$10.00	
ANDREWS	\$7.00		DONLEY	\$10.00		KAUFMAN	\$10.00	\$1.50	REAL	\$10.00	
ANGELINA	\$10.00		DUVAL	\$10.00		KENDALL	\$10.00	\$1.00	RED RIVER	\$10.00	
ARANSAS	\$10.00		EASTLAND	\$10.00		KENEDY	\$0.00		REEVES	\$10.00	
ARCHER	\$10.00		ECTOR	\$10.00		KENT	\$0.00		REFUGIO	\$10.00	
ARMSTRONG	\$10.00		EDWARDS	\$10.00	\$1.50	KERR	\$10.00		ROBERTS	\$5.00	
ATASCOSA	\$10.00		ELLIS	\$10.00		KIMBLE	\$10.00		ROBERTSON	\$10.00	\$1.5
AUSTIN	\$10.00		EL PASO	\$10.00		KING	\$0.00		ROCKWALL	\$10.00	
BAILEY	\$10.00		ERATH	\$10.00		KINNEY	\$10.00		RUNNELS	\$10.00	
BANDERA	\$10.00		FALLS	\$10.00		KLEBERG	\$10.00		RUSK	\$10.00	
BASTROP	\$10.00		FANNIN	\$10.00		KNOX	\$10.00		SABINE	\$10.00	\$1.0
BAYLOR	\$10.00		FAYETTE	\$10.00		LAMAR	\$10.00		SAN AUGUSTINE	\$10.00	\$1.5
BEE	\$10.00		FISHER	\$10.00		LAMB	\$10.00		SAN JACINTO	\$10.00	\$1.5
BELL	\$10.00	\$1.50	FLOYD	\$10.00		LAMPASAS	\$10.00	\$1.50	SAN PATRICIO	\$10.00	\$1.5
BEXAR	\$10.00	\$1.50	FOARD	\$10.00		LA SALLE	\$10.00		SAN SABA	\$10.00	
BLANCO	\$10.00	\$1.50	FORT BEND	\$10.00	\$1.50	LAVACA	\$10.00		SCHLEICHER	\$10.00	
BORDEN	\$0.00	ψ1.00	FRANKLIN	\$10.00	ψ1.00	LEE	\$10.00		SCURRY	\$10.00	
BOSQUE	\$10.00		FREESTONE	\$10.00		LEON	\$10.00		SHACKELFORD	\$10.00	
BOWIE	\$10.00		FRIO	\$10.00	\$1.50	LIBERTY	\$10.00		SHELBY	\$10.00	\$1.5
BRAZORIA	\$10.00		GAINES	\$0.00	ψ1.00	LIMESTONE	\$10.00		SHERMAN	\$10.00	ψσ
BRAZOS	\$10.00	\$1.50	GALVESTON	\$10.00		LIPSCOMB	\$10.00		SMITH	\$10.00	\$1.5
BREWSTER	\$10.00	ψ1.50	GARZA	\$10.00		LIVE OAK	\$10.00	 	SOMERVELL	\$5.00	ψ1.5
BRISCOE	\$10.00		GILLESPIE	\$10.00	\$1.50	LLANO	\$10.00	\$0.75	STARR	\$10.00	1
BROOKS	\$10.00	\$1.50	GLASSCOCK	\$10.00	ψ1.50	LOVING	\$0.00	ψ0.73	STEPHENS	\$10.00	1
BROWN	\$10.00	ψ1.00	GOLIAD	\$10.00		LUBBOCK	\$10.00		STERLING	\$0.00	1
BURLESON	\$10.00		GONZALES	\$10.00		LYNN	\$10.00		STONEWALL	\$10.00	1
BURNET	\$10.00		GRAY	\$10.00		MADISON	\$10.00		SUTTON	\$10.00	
CALDWELL	\$10.00		GRAYSON	\$10.00		MARION	\$10.00		SWISHER	\$10.00	
CALHOUN	\$10.00		GREGG	\$9.00	 	MARTIN	\$10.00		TARRANT	\$10.00	
CALLAHAN	\$10.00		GRIMES	\$10.00	 	MASON	\$10.00		TAYLOR	\$10.00	
CALLAHAN CAMERON*	\$20.00		GUADALUPE	\$10.00	\$1.50	MATAGORDA	\$10.00		TERRELL	\$5.00	
		\$0.50	HALE	1	\$1.50			¢1 E0	TERRY	+	
CARCON	\$10.00	\$0.50	HALL	\$10.00 \$10.00		MAVERICK MCCULLOCH	\$10.00 \$10.00	\$1.50	THROCKMORTON	\$10.00 \$10.00	
CARSON	\$10.00							\$1.50			
CASS CASTRO	\$10.00		HAMILTON	\$10.00		MCLENNAN	\$10.00	-	TITUS TOM GREEN	\$10.00	Ф4 F
	\$10.00	04.00	HANSFORD	\$10.00		MCMULLEN	\$0.00			\$10.00	\$1.5
CHAMBERS	\$10.00	\$1.00	HARDEMAN	\$10.00		MEDINA	\$10.00	04.50	TRAVIS	\$10.00	\$1.5
CHEROKEE	\$10.00		HARDIN	\$10.00	¢4.50	MENARD	\$10.00	\$1.50	TRINITY	\$10.00	\$1.5
CHILDRESS	\$10.00		HARRIS	\$10.00	\$1.50	MIDLAND	\$10.00	-	TYLER	\$10.00	\$1.0
CLAY	\$10.00		HARRISON	\$10.00		MILAM	\$10.00	-	UPSHUR	\$10.00	1
COCHRAN	\$10.00		HARTLEY	\$10.00		MILLS	\$10.00		UPTON	\$5.00	
COKE	\$10.00		HASKELL	\$10.00		MITCHELL	\$10.00		UVALDE	\$10.00	
COLEMAN	\$10.00	04.50	HAYS	\$10.00		MONTAGUE	\$10.00		VAL VERDE	\$10.00	04.5
COLLIN	\$10.00	\$1.50	HEMPHILL	\$5.00		MONTGOMERY	\$10.00		VAN ZANDT	\$10.00	\$1.5
COLLINGSWORTH	\$10.00		HENDERSON	\$10.00		MOORE	\$10.00		VICTORIA	\$10.00	
COLORADO	\$10.00	21.55	HIDALGO*	\$20.00		MORRIS	\$10.00		WALKER	\$10.00	
COMAL	\$10.00	\$1.50	HILL	\$10.00		MOTLEY	\$10.00		WALLER	\$10.00	
COMANCHE	\$10.00		HOCKLEY	\$10.00		NACOGDOCHES	\$10.00		WARD	\$0.00	ļ
CONCHO	\$10.00		HOOD	\$10.00		NAVARRO	\$10.00		WASHINGTON	\$10.00	ļ
COOKE	\$10.00		HOPKINS	\$10.00		NEWTON	\$10.00		WEBB	\$10.00	
CORYELL	\$10.00		HOUSTON	\$10.00		NOLAN	\$10.00		WHARTON	\$10.00	
COTTLE	\$10.00		HOWARD	\$10.00		NUECES	\$10.00		WHEELER	\$5.00	
CRANE	\$0.00		HUDSPETH	\$10.00		OCHILTREE	\$10.00		WICHITA	\$10.00	
CROCKETT	\$5.00		HUNT	\$10.00	\$1.00	OLDHAM	\$10.00		WILBARGER	\$10.00	
CROSBY	\$10.00		HUTCHINSON	\$10.00		ORANGE	\$10.00		WILLACY	\$10.00	
CULBERSON	\$0.00		IRION	\$10.00		PALO PINTO	\$10.00	\sqcup	WILLIAMSON	\$10.00	\$1.5
DALLAM	\$10.00		JACK	\$10.00		PANOLA	\$0.00	\sqcup	WILSON	\$10.00	<u> </u>
DALLAS	\$10.00		JACKSON	\$10.00		PARKER	\$10.00	\sqcup	WINKLER	\$7.50	<u> </u>
DAWSON	\$10.00		JASPER	\$10.00		PARMER	\$10.00		WISE	\$10.00	
DEAF SMITH	\$10.00		JEFF DAVIS	\$10.00	\$1.50	PECOS	\$10.00		WOOD	\$10.00	
DELTA	\$10.00		JEFFERSON	\$10.00		POLK	\$10.00	\$1.50	YOAKUM	\$10.00	
DENTON	\$10.00	\$1.50	JIM HOGG	\$10.00	\$1.50	POTTER	\$10.00		YOUNG	\$10.00	
DEWITT	\$10.00		JIM WELLS	\$10.00	\$1.50	PRESIDIO	\$10.00		ZAPATA	\$10.00	\$1.5
DICKENS	\$10.00		JOHNSON	\$10.00	\$1.50	RAINS	\$10.00	\$1.50	ZAVALA	\$10.00	\$1.5

AGENDA ITEM #10.

June 10, 2013

CERTIFIED MAIL NO: 7000 1670 0009 8439 8727 RETURN RECEIPT REQUESTED

The Honorable Mark Henry County Judge Galveston County 722 Moody, Suite 200 Galveston, Texas 77550



GALVESTON COUNTY JUDGE

Dear Judge Henry:

The desk audit portion of our Title VI Review of Galveston County has been completed. The review covered your organization's compliance with Title VI of the Civil Rights Act of 1964, Executive Order 12898, Executive Order 13166, and related regulations.

Enclosed please find a summary of our findings and recommendations for future action. The recommendations highlighted in the report should be implemented within ninety (90) calendar days of your receipt of this letter. Once these recommendations are implemented, submit them to our office for approval.

The Office of Civil Rights sincerely appreciated the cooperation of your staff during the review. If you have any questions, please contact Diana Miranda at (512) 416-4757 or TitleVI@txdot.gov.

Sincerely,

Ron Wilson Director

Office of Civil Rights

Enclosure: Title VI Review Report

cc: Roxanne Lewis, Executive Assistant, Galveston County

Texas Department of Transportation

Title VI Review

of

Galveston County



Authored By:

Texas Department of Transportation, Office of Civil Rights

June 10, 2013

Overview

A Title VI compliance review of Galveston County was conducted by the Texas Department of Transportation (TxDOT) Office of Civil Rights Contract Compliance Section.

The report contains the Title VI program findings for this assessment. It also includes recommendations to assist Galveston County in identifying potential strategies for program improvement.

The TxDOT Title VI Technical Assistance Guide consisting of 10 requirements and examples of suggested actions to comply with the requirements was utilized to identify these observations and recommendations of the Title VI program.

Selected Nondiscrimination Laws and Executive Orders

TxDOT's Title VI practices and reviews are governed by a wide range of requirements, including federal laws, regulations, and executive orders. Title VI requirements include, but are not limited to:

- Title VI of the Civil Rights Act of 1964
- The 1970 Uniform Act
- Section 162(a) of the Federal-Aid Highway Act of 1973
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- The Civil Rights Restoration Act of 1987, P.L. 100-209
- 23 Code of Federal Regulations Part 200
- 49 Code of Federal Regulations Part 21
- Executive Order 12898
- Executive Order 13166

Title VI Assurances

Subrecipients of federal financial assistance through the U.S. DOT must have a signed U.S. DOT Standard Title VI Assurance on file with TxDOT to establish full and affirmative compliance with Title VI of the Civil Rights Act of 1964 and other nondiscrimination authorities.

Findings

Galveston County provided a copy of its signed U.S. DOT Standard Title VI Assurances.

Title VI Policy Statement

Subrecipients of federal financial assistance must develop a Title VI Nondiscrimination Policy Statement assuring nondiscrimination in its programs and activities to the effect that no person shall on the grounds of race, color, national origin, sex, age, disability, or income status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any federally or non-federally funded program or activity administered by the subrecipient and/or its contractors. The policy statement must be signed by the head of the agency and be circulated internally and to the general public.

Findings

Galveston County stated that it was in the process of developing a Title VI policy statement.

Recommendations

Galveston County must provide its signed Title VI Policy Statement to TxDOT. Galveston County should also disseminate its Title VI Policy Statement internally and externally to the general public. Galveston County must submit documentation of the corrective action taken to TxDOT within ninety (90) calendar days of receipt of this report.

Title VI Coordinator

Subrecipients of federal financial assistance should designate a Title VI Coordinator who has a responsible position in the organization and has easy access to the head of the agency. The Title VI Coordinator should be responsible for monitoring Title VI activities.

Findings

Galveston County has designated its County Engineer as its Title VI Coordinator. Galveston County's Title VI Coordinator has the responsibility to forward any discrimination complaints to TxDOT.

Procedures for Processing External Discrimination Complaints

Local public agencies that receive federal financial assistance must have procedures for processing external discrimination complaints.

Findings

Galveston County stated that it is in the process of developing procedures for processing external discrimination complaints.

Recommendations

Galveston County should develop procedures for processing external discrimination complaints. Transportation related discrimination complaints filed under Title VI with Galveston County in which the County or its subrecipients are named as the respondent should be forwarded to TxDOT for investigation within ten (10) calendar days.

Galveston County should also develop a complaint log or method to identify each complainant by:

- Race, color, sex, or national origin
- The recipient
- The nature of the complaint
- The dates the complaint was filed and the investigation completed
- The disposition
- The date of the disposition
- Other pertinent information

Galveston County should also make the public aware of the procedures for filing a discrimination complaint, such as providing information on an external Web site or in a brochure. Additional information for processing external discrimination complaints may be found in TxDOT's Title VI Technical Assistance Guide for Local Public Agencies.

Galveston County must submit its procedures, complaint log, and documentation of its efforts to inform the public of the procedures for filing a discrimination complaint to TxDOT within ninety (90) calendar days of receipt of this report.

List of External Discrimination Complaints and Lawsuits

Local public agencies should maintain a log of Title VI external discrimination complaints that includes the following information: identification of each complaint by race, color, sex, or national origin; the recipient; the nature of the complaint; the dates the complaint was filed and the investigation completed; the disposition; the date of the disposition; and other pertinent information such as age or disability.

Findings

Galveston County has not been named in any transportation related external discrimination complaints or lawsuits in the past three years. Implementation of the recommendations in response to Requirement #4 will ensure that Galveston County develops a log for tracking Title VI external discrimination complaints.

Accommodations for Limited English Proficient Persons

Executive Order 13166 requires that recipients of federal financial assistance take responsible steps to ensure meaningful access to the benefits, services, information, and other important portions of their programs and activities for individuals who are Limited English Proficient (LEP).

Findings

Galveston County provided a copy of its Categorical Exclusion (CE) document developed in coordination with TxDOT and FHWA for a drainage improvement project. In its CE document, Galveston County addressed the services it provides to its LEP population during public involvement activities, which includes providing English/Spanish printed materials and having a translator present during the Meeting with Affected Property Owners (MAPO) process. An analysis of the project area concluded that a significant portion of the population spoke English less than "very well." A windshield survey was also conducted to determine whether or not the project would affect an LEP population. As a result, no indicator such as ethnic business districts or religious centers was observed. Additionally, during the MAPO activities, Galveston County did not encounter any non-English speaking citizens or receive any requests from persons with LEP.

Public Participation

Subrecipients of federal financial assistance must provide an opportunity for public involvement and full access to the transportation decision making process in each stage of the planning and development of a transportation project. It is essential that all segments of the population be afforded the opportunity to understand and articulate concerns with any project that affects them and their way of life.

Findings

In its CE document, Galveston County addressed meetings held with all affected property owners where displacements would occur. Beginning in April 2008, several meetings were held separately with the landowners to discuss the purpose of the project, land acquisition needs, and pond locations.

Data Collection

Subrecipients of federal financial assistance must collect and analyze statistical data (race, color, national origin) of participants and beneficiaries of their programs and activities.

Findings

In its CE document, Galveston County describes the demographic data that was collected about the population impacted by the County's project. The demographic data was analyzed to determine the impacts the project had on the environmental justice communities that were identified.

Title VI Contract Provisions

Subrecipients should ensure that the clauses of Appendix A of the U.S. DOT Standard Title VI Assurances are inserted in every contract subject to the Act and the Regulations and that the Form FHWA-1273 be physically attached to all federal aid construction contracts of \$10,000 or more.

Findings

Galveston County provided a copy of a subcontract agreement that included Form FHWA-1273 and general nondiscrimination language. However, the agreement did not include the clauses from Appendix A of the U.S. DOT Standard Title VI Assurances.

Recommendations

Galveston County should develop and implement a plan and timeframe to include the clauses from Appendix A of the U.S. DOT Standard Title VI Assurances in all future subcontract agreements. Galveston County must submit this plan and timeframe to TxDOT within ninety (90) calendar days from the date of this report.

Affirmative Action Program

Subrecipients, contractors, and subcontractors of federal financial assistance may not discriminate in the award of contracts in connection with projects receiving federal financial assistance.

Findings

Galveston County has demonstrated good faith effort with this requirement by adopting TxDOT's Disadvantaged Business Enterprise Program.

Conclusion

As a result of the review, we identified practices and policies of Galveston County that are notable. The report includes recommendations that we believe will enhance Galveston County's efforts to prevent discrimination in its programs. Galveston County should continue to have a Title VI program to prevent and eliminate discrimination in the programs they administer.

AGENDA ITEM #11.

AFFIDAVIT

STATE OF TEXAS

COUNTY OF GALVESTON

Before me, the undersigned personally appeared and stated:

I, Bobby C. Wright, Executive Director of the Galveston County Emergency Communication District, do solemnly swear that the attached report of the operations of the Galveston County Emergency Communication District is a true and correct report of the District, for the fiscal year 2011. The accompanying audit report for FY 2012 from Katherine Overbeck Maxwell, PLLC was reviewed and approved at a meeting of the Board of Managers held on the 11th day of July, 2013.

Robby C. Wright Executive Director

Sworn to and subscribed this 19th day of _______, 2013

Notary Public in and for the State of TEXAS

Galveston County Emergency Communication District Financial Statements Year Ended December 31, 2012

Galveston County Emergence Communication District

Table of Contents

			-			
⊨	ın	or.	2012		001	tion
		al	IVIC	u		uvii

Independent Auditor's Report	1-2
Management Discussion and Analysis	3-4
Basic Financial Statements: Government-Wide Financial Statements: Statement of Net Assets Statement of Activities	5 6
Fund Financial Statements: Balance Sheet-Governmental Funds	7
Reconciliation of the Governmental Fund Balance Sheet to the Statement of Net Assets	8
Statement of Revenues, Expenditures and Changes in Fund Balances-Governmental Funds Reconciliation of the Statement of Revenues, Expenditures	9
and Changes in Fund Balance of Governmental Funds to the Statement of Activities	10
Statement of Revenues, Expenditures and Changes in Fund Balance-Budget and Actual-General Fund	11
Notes to Financial Statements	12-24
Required Supplementary Schedules and Other Information	
Schedules of Funding Progress	25
Report on Compliance and on Internal Control over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards	26-27





Katherine Overbeck Maxwell, PLLC Certified Public Accountant

INDEPENDENT AUDITOR'S REPORT

Board of Managers
Galveston County Emergency Communication District

We have audited the accompanying financial statements of the governmental activities and the governmental fund information of Galveston County Emergency Communication District as of and for the year ended December 31, 2012 and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the governmental fund information of the Galveston County Emergency Communication District, as of December 31, 2012, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information on pages 3 through 4 and 11 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated June 20, 2013, on our consideration of the Galveston County Emergency Communication District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering Galveston County Emergency Communication District's internal control over financial reporting and compliance.

Katherine Overled Maxwell, CPA, PUC

Galveston, Texas June 20, 2013

Galveston County Emergency Communication District Management's Discussion and Analysis December 31, 2012

As management of the Galveston County Emergency Communication District, (GCECD), we offer readers of the District's financial statements this overview and analysis of the District's financial activities for the fiscal year ended December 31, 2012.

Financial Highlights

During the fiscal year 2012, the District operating expenses were \$626,593 less than the operating income in the fund Financial Statements, with a fund balance of \$5,315,047. The government-wide financial statements include net assets of \$5,732,494, total program revenues of \$2,014,517 and total operating expenses of \$1,911,781 for net revenue of \$102,736.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the District's basic financial statements. The District's basic financial statements are compromised of three components: (1) government-wide financial statements, (2) fund financial statements and (3) notes to the financial statements.

Government-Wide Financial Statements – The government-wide financial statements, which begin on page 5 of this report, are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business. The Statement of Net Assets presents information on all of the District's assets and liabilities, with the difference between the two reported as net assets. Over time, increases or decreases in net assets may serve as a useful indicator of whether the financial position of the District is improving or deteriorating. The Statement of Activities presents information showing how the District's net assets changed during the fiscal year. All changes in net assets are reported when the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in the future fiscal periods, (e.g., earned but unused compensated absences).

Fund Financial Statements – Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on current sources and uses of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a district's near-term financing requirements.

Notes to the Financial Statements – The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 12 - 24 of this report.

Comparison in Government-Wide Financial Statements

The total assets for the District were \$6,168,045 at Fiscal Year End of 2012, compared to \$5,972,918 at FYE 2011. This includes capital assets net of accumulated depreciation. For FYE 2012, the total liabilities were \$435,551 making the total net assets of \$5,732,494. The total liabilities for FYE 2011 were \$343,160 making the total net assets of \$5,629,758.

Capital Assets

At Fiscal Year End of 2012, the District had \$852,998 net of accumulated depreciation, invested in capital assets. This includes office equipment, vehicles, E9-1-1 equipment and equipment used on the Regional Trunked Radio System. Regional Trunked Radio System equipment of \$16,238, office equipment and furniture of \$6,829 and a \$17,849 vehicle were purchased during the year to improve the reliability and interoperability of the systems and depreciation of \$451,030 was recognized. Fully depreciated equipment totaling \$28,395 was retired from service during the year.

Analysis of Significant Budget Variances

The actual excess of revenues over expenditures was \$626,593 compared to budget of \$398,846 resulting in a difference of \$227,747 from the budgeted amount. Revenues were under budget by \$30,733. Expenses were under budget by \$258,480.

Economic Factors and Next Year's Budget and Rates

The projected revenue for fiscal year 2013 shows a decrease of 4.23% compared to the budget for fiscal year 2012. The decrease is primarily due to a projected decrease in 9-1-1 fees.

Projected expenses for fiscal year 2013 show an increase of 5.84% over the budget for fiscal year 2012. The total expenses were increased by \$96,069. The largest increases were in RTRS facilities, utilities and insurance due to additional equipment being added to the Radio System.

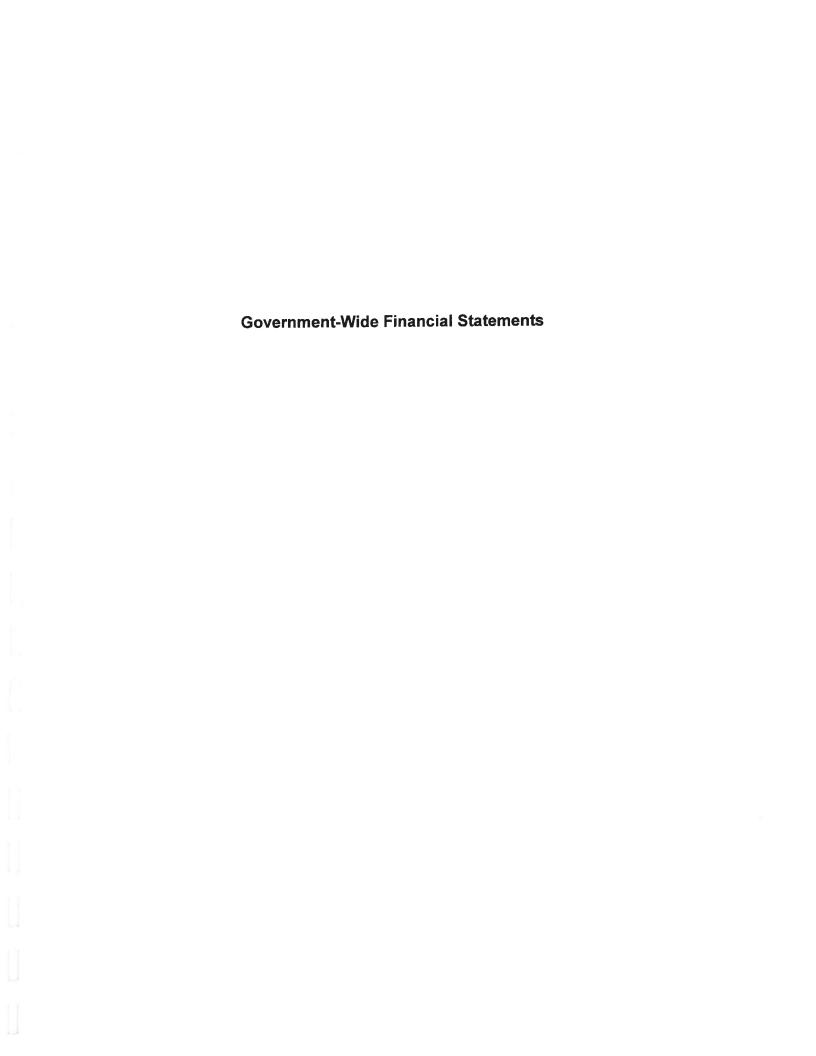
Capital expenditures are budgeted for \$1,065,426. Major projects include adding an additional six channels to each P25 site, adding a shelter to the Ginger Road site, installing a point to point wireless system between the tower sites for back up communications and installing cameras at three of the tower sites. With the capital expenditures, there is a budgeted net decrease to reserves of \$849,218 for 2013.

The routine duties of the District involve assuring the 9-1-1 network is functional and the Customer Premise Equipment (CPE) is operating properly. The operation of the Regional Trunked Radio System is also a responsibility of the District.

Request for Information

The financial report is designed to provide our citizens, customers, investors and creditors with a general overview of the District's finances and to show the District's accountability for the money it receives. If you have questions about this report or need additional financial information, please contact the Executive Director at 1353 FM 646 Road West, Suite 101 in League City, Texas.





Galveston County Emergency Communication District Statement of Net Assets December 31, 2012

Assets	
Cash and Cash Equivalents \$	233,388
Certificates of Deposit	4,884,462
Accounts Receivable	97,898
Accrued Interest Receivable	2,633
Prepaid Expenses	96,666
· · · · ·	852,998
Capital Assets, Net Accumulated Depreciation	- 002,000
Total Assets	6,168,045
Liabilities	
Accounts Payable	=
Noncurrent Liabilities	
Due in More Than One Year	
Compensated Absences	188,021
•	247,530
Net OPEB Obligation	247,000
Total Liabilities	435,551
Net Assets	
Investments in Capital Assets, Net of Related Debt	852,998
Unrestricted	4,879,496
Total Net Assets \$	5,732,494

Galveston County Emergency Communication District Statement of Activities Year Ended December 31, 2012

Expenses		
System Operating Expenses	\$	169,739
Wireless and Data Base Management		49,320
PSAP Equipment Maintenance		23,327
CPE Maintenance		80,000
Payroll and Related Expenses		779,859
Office Supplies and Equipment		8,870
Postage		944
Rent		20,000
Utilities, Administrative and RTRS		38,839
Education and Seminars		23,286
Regional and State Meetings		19,947
Insurance		38,463
Professional Memberships and Services		37,540
Promotions and Public Information		12,906
Communications		14,709
Training and Training Library		435
Vehicle Allowance/Mileage Expenses		25,683
RTRS Maintenance Agreement		62,832
Operational and RTRS Contingency		19,913
RTRS Tower Rental		34,139
		451,030
Depreciation	-	451,000
Total Expenses	6	1,911,781
Revenues		
Service Fees		1,569,558
Inter-local Agreements		418,344
Interest Income		25,847
Other Revenue		768
Office Movemen		
Total Revenues		2,014,517
Change in Net Assets	%T======	102,736
Net Assets Beginning of Year	i e	5,629,758
Net Assets End of Year	\$	5,732,494

The accompanying notes are an integral part of these financial statements



Galveston County Emergency Communication District Balance Sheet Governmental Funds December 31, 2012

	General Fund
Assets Cash and Cash Equivalents Certificates of Deposit Accounts Receivable Accrued Interest Receivable Prepaid Expense	\$ 233,388 4,884,462 97,898 2,633 96,666
Total Assets	\$5,315,047
Liabilities and Fund Balances Liabilities Accounts Payable Total Liabilities	\$
Fund Balance Nonspendable Prepaid Assets Assigned Catastrophic Events Unassigned	96,666 600,000 4,618,381
Total Fund Balance	5,315,047_
Total Liabilities and Fund Balance	\$5,315,047

Galveston County Emergency Communication District Reconciliation of the Governmental Fund Balance Sheet to the Statement of Net Assets December 31, 2012

Total Fund Balance, Governmental Funds	\$	5,315,047
Amounts Reported for Governmental Activities in the Statement of Net Assets are Different Because:		
Capital Assets Used in Governmental Activities are not Financial Resources and, Therefore, are not Reported in the Fund		852,998
Noncurrent Liabilities of Governmental Activities are not Financial Resources and, Therefore are not Reported in the Funds		
Compensated Absences		(188,021)
Estimated Net OPEB Obligation	· ·	(247,530)
Net Assets of Governmental Activities	\$	5,732,494

Galveston County Emergency Communication District Statement of Revenues, Expenditures and Changes in Fund Balances Governmental Funds Year Ended December 31, 2012

	General Fund
Revenues	
Service Fees \$	1,569,558
Inter-local Agreements	418,344
Interest Income	25,847
Other Revenue	768_
Total Revenues	2,014,517
Expenditures	
Current	169,739
System Operating Expenses	49,320
Wireless and Database Management	23,327
PSAP Equipment Maintenance	80,000
CPA Maintenance	666,115
Payroll and Related Expense	8,870
Office Supplies and Equipment Postage	944
Rent	20,000
Utilities, Administrative and RTRS	38,839
Education and Seminars	23,286
Regional and State Meetings	19,947
Insurance	38,463
Professional Memberships and Services	37,540
Promotions and Public Information	12,906
Communications	14,709
Training and Training Library	435
Vehicle Allowance/Mileage Expenses	25,683
RTRS Maintenance Agreement	62,832
Operational and RTRS Contingency	19,913
RTRS Tower Rental	34,139
Capital Outlay	40,917
Total Expenditures	1,387,924
Net Change in Fund Balance	626,593
Fund Balance, Beginning of Year	4,688,454
Fund Balance, End of Year \$	5,315,047

The accompanying notes are an integral part of these financial statements

Galveston County Emergency Communication District Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balance of Governmental Fund to the Statement of Activities Year Ended December 31, 2012

Net Change in Fund Balance	\$ 626,593
Amounts Reported for Governmental Activities in the Statement of Activities are Different Because:	
Capital Outlays are Reported as Expenditures in Governmental Funds. However, in the Statement of Activities, the Cost of Capital Assets is Allocated over Their Estimated Useful Lives as Depreciation Expense. In the Current Period, These Amounts are:	
Capital Outlay Depreciation Expense	40,917 (451,030)
Some Items are Reported in the Statement of Activities Do not Require the Use of Current Financial Resources and, therefore, are not Reported as Expenditures in Governmental Funds. This Activity Consists of:	
Increase in Compensated Absences Increase in Estimated Net OPEB Obligation	 (16,462) (97,282)
Change in Net Assets of Governmental Activities	\$ 102,736_

Galveston County Emergency Communication District Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual General Fund Year Ended December 31, 2012

	Actual	Budget	(L	Infavorable) Favorable Variance
Revenues				
Service Fees	\$ 1,569,558	\$ 1,588,000	\$	(18,442)
Inter-local Agreement	418,344	431,000		(12,656)
Interest Income	25,847	25,950		(103)
Other Revenue	768	300		468
Total Revenues	2,014,517	2,045,250	1 ()	(30,733)
Expenditures				
Current				
System Operating Expenses	169,739	193,850		24,111
Wireless and Database Management	49,320	44,280		(5,040)
PSAP Equipment Maintenance	23,327	69,958		46,631
CPE Maintenance	80,000	173,700		93,700
Payroll and Related Expenses	666,115	704,520		38,405
Office Supplies and Equipment	8,870	18,000		9,130
Postage	944	1,500		556
Rent	20,000	21,120		1,120
Utilities, Administrative and RTRS	38,839	35,000		(3,839)
Education and Seminars	23,286	39,927		16,641
Regional and State Meetings	19,947	22,800		2,853
Insurance	38,463	54,942		16,479
Professional Memberships and Services	37,540	38,000		460
Promotions and Public Information	12,906	15,000		2,094
Communications	14,709	14,680		(29)
Training and Training Library	435	1,000		565
Vehicle Allowance/Mileage Expenses	25,683	26,260		577
RTRS Maintenance Agreement	62,832	111,867		49,035
Operational and RTRS Contingency	19,913	20,000		87
RTRS Tower Rental	34,139	40,000		5,861
Capital Outlay	40,917			(40,917)
Total Expenditures	1,387,924	1,646,404		258,480
Net Change in Fund Balance	\$ 626,593	\$398,846_	\$_	227,747

The accompanying notes are an integral part of these financial statements



NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

The Galveston County Emergency Communication District (District) was authorized by the Emergency Telephone Number Act of the Texas Legislature. The District was created by a referendum held on November 3, 1987, in Galveston County for the establishment of enhanced 9-1-1 emergency telephone service. The cities of Friendswood and League City have opted not to participate with Galveston County District. The District commenced collection of the 9-1-1 service fee on December 1, 1988.

Principles Determining Scope of Reporting Entity

The financial statements of the Galveston County Emergency Communication District consist only of the funds and account groups of the District. The District has no oversight responsibility of any other governmental entity since no other entities are considered to be controlled by or dependent on the District. Control or dependence is determined on the basis of budget adoption, taxing authority, funding, and appointment of the respective governing board.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The basic financial statements include both government-wide and fund financial statements. The focus of the government-wide financial statements is on the District as a whole and the focus of the fund financial statements is on major individual funds. Both the government-wide and fund financial statements (within the basic financial statements) categorize primary activities as governmental.

The government-wide Statement of Net Assets is presented on a full accrual basis of accounting, with an economic resource measurement focus, which incorporates long-term assets and receivables as well as long-term debt and obligations. The government-wide Statement of Activities reflects the gross expenditures that are used to carry on the function of the District. The Statement of Activities reduces gross expenses (including depreciation) by related program revenues. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. This is the manner in which these funds are normally budgeted. In the fund financial statements, financial transactions and accounts of the District are organized on the basis of funds. The operation of each fund is considered to be an independent fiscal and separate accounting entity, with a self-balancing set of accounts recording cash and/or other financial resources together with all related liabilities and residual equities or balances, and changes therein, which are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions or limitations. Governmental fund revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT.)

Measurement Focus, Basis of Accounting and Financial Statement Presentation (Cont.)

period. For this purpose, the District considers revenues to be available if they are collected within 30 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

Since the governmental fund statements are presented on a different measurement focus and basis of accounting than the government-wide statements, a reconciliation is presented which briefly explains the adjustment necessary to reconcile the fund financial statements to the government-wide financial statements. The entity has no fiduciary funds.

Each presentation provides valuable information that can be analyzed and compared (between governments) to enhance the usefulness of the information.

Net Assets

GASB Statement 34 established standards for external financial reporting for all state and local government entities including a statement of net assets and a statement of activities. It requires the classification of net assets of government-wide financial statements into three components – invested in capital assets, net of related debt, restricted; and unrestricted. These classifications are defined as follows:

- Invested in capital assets, net of related debt This component of net assets
 consists of capital assets, including restricted capital assets, net of accumulated
 depreciation and reduced by the outstanding balances of any bonds, mortgages,
 notes, or other borrowings that are attributable to the acquisition, construction, or
 improvement of those assets.
- Restricted Restricted net assets are net assets upon which constraints have been externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulation of other governments or constraints imposed by law through constitutional provisions or enabling legislation.
- Unrestricted net assets Unrestricted net assets consists of net assets that do not meet the definition of "restricted" or "invested in capital assets, net of related debt."

Fund Balance

In accordance with GASB Statement 54, in the fund financial statements, governmental funds report aggregate amounts for five classifications of fund balances based on the constraints imposed on the use of these resources.

The non-spendable fund balance classification includes amounts that cannot be spent because they are either (a) not in spendable form – prepaid items or inventories; or (b) legally or contractually required to be maintained intact.

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT.)

Fund Balance (Cont.)

The spendable portion of the fund balance comprises the remaining four classifications: restricted, committed, assigned, and unassigned.

- Restricted This classification reflects the constraints imposed on resources either (a) externally by creditors, grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.
- Committed These amounts can only be used for specific purposes pursuant to constraints imposed by formal resolutions or ordinances the government's highest level of decision making authority. Those committed amounts cannot be used for any other purpose unless this authority modifies the specified use by taking the same type of action imposing the commitment. This classification also includes contractual obligations to the extent that existing resources in the fund have been specifically committed for use in satisfying those contractual requirements.
- Assigned This classification reflects the amounts constrained by the District's
 "intent" to be used for specific purposes, but are neither restricted nor committed.
 The Board of Managers has the authority to assign amounts to be used for
 specific purposes.
- Unassigned This fund balance is the residual classification for the General Fund. It is also used to report negative fund balances in other governmental funds.

When both restricted and unrestricted resources are available for use, it is the District's policy to use externally restricted resources first, then unrestricted resources – committed, assigned, and unassigned – in order as needed.

Compensated Absences

The District accrues earned but unpaid vacation and sick leave pay in accordance with the District's personnel policies. The amount of accrued compensated absences at December 31, 2012 is \$188,021. All paid time off is accrued when incurred in the government-wide financial statements.

Cash and Cash Equivalents

Cash and cash equivalents are comprised of deposits in interest-bearing checking accounts of \$233,288 and petty cash of \$100.

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT.)

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities to the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

NOTE B - DEPOSITS AND INVESTMENTS

The District's Board policy authorizes the District to invest in guaranteed or secured certificates of deposit issued by state or national banks domiciled in Texas or a savings and loan association domiciled in Texas that is insured by the FDIC or secured by other means as described in the Board policy.

The District's investment policies and types of investments are governed by the Public Funds Investment Act (PFIA). The District's management believes that it compiled with the requirements of the PFIA and the District's investment policies.

The District's deposits and investments are categorized under investment categories to give an indication of credit risk. Credit risk is the risk that another party to a deposit or investment transaction will not fulfill its obligations. This is not to be confused with market risk, which is the risk that the market value of an investment, collateral protecting a deposit, or securities underlying a repurchase agreement will decline. Market risk is not depicted in this note.

The following categories of credit risk are included:

Category 1

Deposits that are insured or collateralized with securities held by the District or by its agent in the District's name; investments insured or registered in the name of the District, or securities held by the District or its agent in the District's name.

Category 2

Deposits collateralized with securities held by the pledging financial institution's trust department or agent in the District's name, with securities held by the counter party's trust department or agent in the District's name.

Category 3

Deposits uncollateralized, including securities used for collateral held by the pledging financial institution or by its trust department or agent but not in the District's name; investments uninsured or unregistered in the District's name, with the securities held by the counter party's trust department or agent but not in the District's name.

At December 31, 2012, the District's deposits are categorized as follows:

NOTE B - DEPOSITS AND INVESTMENTS (CONT.)

Description	Carrying Amount	Risk Category
Cash in Interest Bearing Accounts	\$ 233,288	1
Certificate of Deposit	\$ 4,884,462	2

Interest rates on certificates of deposit ranged from 0.20 % to 1.70% during the year. Accrued interest on these deposits at December 31, 2012 was \$2,633.

The investments are reported by the District at amortized cost in accordance with Government Accounting Standards Board Statement (GASB) No. 31, Accounting and Financial Reporting for Certain Investments and for External Investment Pools.

NOTE C - ACCOUNTS RECEIVABLE

Accounts receivable, as of December 31, 2012 is comprised of the following:

		2012
Service Fees:	•	00.675
Southwestern Bell Telephone	\$	23,675
Verizon		9,300
Cameron Telephone		137
Wireless Fees:		
State of Texas Advisory Commission on State		
Emergency Communications		64,764
Other:		
Payroll Taxes Overpayment		22
	•	07.000
Total Accounts Receivable	\$	97,898

All amounts are considered to be fully collectible.

NOTE D - PREPAID ASSETS

Prepaid assets consist of the following:

Prepaid Expense		December 31, 2012
Prepaid Rent Maintenance Contracts	\$ -	50,000 46,666
Total Prepaid Expense	\$ _	96,666

NOTE E - CAPITAL ASSETS

Capital assets as of December 31, 2012 are comprised of the following:

	1	Balance December 31,		4.1 100		Detimenanta	D	Balance ecember 31, 2012
		2011	200	Additions	9	Retirements	_	
Enhanced 9-1-1 Equipment	\$	1,546,634	\$	12,247	\$	(1,725)	\$	1,557,156
Office Equipment		29,901		6,829		(12,500)		24,230
RTRS Equipment	12.	2,542,706		3,991		(4,110)		2,542,587
Furniture and Fixtures		47,655		·		•		47,655
Mapping Equipment		10,714				(10,060)		654
Vehicles		26,050		17,849		·		43,899_
Vollidios	S -	4,203,660	-	40,916		(28,395)		4,216,181
Less Accumulated Depreciation	-	(2,940,548)		(451,030)	9	28,395	13 0001	(3,363,183)
Total	\$_	1,263,112	\$_	(410,114)	\$	-	\$_	852,998

Depreciation Method

The depreciation method is straight line using the estimated useful life. Estimated life of furniture and fixtures is seven years; five years for mapping equipment, office equipment, enhanced 911 equipment, and vehicles. RTRS equipment useful lives are either 5, 8, or 10 years. New computer purchases are depreciated for 2 years. Maintenance and repairs are charged to expense as incurred. Renewals, improvements, and equipment acquisitions exceeding \$1,000 in cost are capitalized by charges to capital assets and depreciated at appropriate rates.

NOTE G - INTER-LOCAL AGREEMENT

Trunked radio is a computer controlled common radio system that takes advantage of trunked radio technology to provide wide area radio communications. The District has entered into interlocal agreements with the user entities. Subscriber fees are differentiated between governmental users and nongovernmental users. For participating and non-participating governmental users, the user fee is \$7.00 and \$9.00, respectively, per month per unit; the nongovernmental fee is \$10.00 per month per unit, effective when the radios are activated. User fees billed during the year ended December 31, 2012 were \$418,344.

NOTE H - SERVICE FEES

Revenues are collected by local telephone companies operating in the District's 9-1-1 service area. The revenues are then remitted to the District net of amount not collected from the telephone companies' customers and an administrative fee for processing and collection. Beginning in 1995, the District began collecting the 9-1-1 fee from owners of private telephone switches that provide residential service.

NOTE H - SERVICE FEES (CONT.)

In November 1995, the District's Board of Managers authorized the levying of 9-1-1 service fees for all wireless telephones, which includes all cellular and PCN/PCS providers, beginning March 1, 1996. The rate levied was equivalent to the residential rate of \$0.62 per month. Effective September 1, 1998, the Texas legislature passed legislation requiring a payment of \$0.50 per line per month. The fee is collected through the State of Texas 9-1-1 Commission and distributed to the District from there.

The following is a breakdown of service fee revenues recognized for the year ended December 31, 2012:

	_	Fees Billed		Administrative Fees	88	Not Collected		ervice Fee djustments	_	Total
Service Fees: Southwestern Bell Verizon Cameron Other Private Switch Wireless:	\$	305,922 117,878 1,741 232,605 992	\$	(3,044) (1,162)	\$	(1,475)	\$	(8) (1,640)	\$	301,395 115,076 1,741 232605 992
State 9-1-1 Commission	_	910,420			0.0		-		X)	910,420
Total	\$_	1,569,558	\$_	(4,206)	\$	(1,475)	\$_	(1,648)	\$_	1,562,229

NOTE I - ENHANCED 9-1-1 SERVICE COSTS

The District incurs monthly charges for the Enhanced 9-1-1 services provided by Southwestern Bell Telephone Company and Verizon, which is subject to rates as approved by the Public Utility Commission of Texas. The total charge for these services for the year ended December 31, 2012 was \$169,739.

NOTE J – OPERATING LEASE

Beginning July 2005, the District leases its office space in a building in Dickinson, Texas. The District has a ten year lease at the facility, which was prepaid in the amount of \$200,000. The prepaid rent is being amortized at the rate of \$1,667 per month. The amount of unamortized prepaid rent at December 31, 2012 is \$50,000.

NOTE K - INSURANCE

All risk of loss is purchased through standard commercial insurance carriers. Risk of loss retained by the District is the annual premium plus the related deductibles. No uninsured losses for the year exceeded these amounts.

NOTE L - RELATED PARTY TRANSACTIONS

Certain members of the Board of Managers for the District are also board members at the depository institution where cash and certificates of deposit are held. This relationship was declared during the bid acceptance process and they abstained from voting on the public funds depository bid.

NOTE M - EMPLOYEE DEFINED BENEFIT PENSION RETIREMENT PLAN

Plan Description

Galveston County Emergency Communication District provides retirement, disability, and death benefits for all of its full-time employees through a nontraditional defined benefit pension plan in the state-wide Texas County and District Retirement System (TCDRS). The Board of Trustees of TCDRS is responsible for the administration of the statewide agent multiple-employer public employee retirement system consisting of 574 nontraditional defined benefit pension plans. TCDRS in the aggregate issues a comprehensive annual financial report (CAFR) on a calendar year basis. The CAFR is available upon written request from the TCDRS Board of Trustees at P.O. Box 2034, Austin, Texas 78768-2034 or online at www.tcdrs.org.

The plan provisions are adopted by the governing body of the employers, within the options available in the Texas state statutes governing TCDRS (TCDRS Act). Members can retire at ages 60 and above with 8 or more years of service, with 20 years of service regardless of age or when the sum of their age and years of service equals 75 or more. Members are vested after 8 years but must leave their accumulated contributions in the plan to receive any employer-financed benefit. Members who withdraw their personal contribution in a lump sum are not entitled to any amounts contributed by the employer.

Benefit amounts are determined by the sum of the employee's contributions to the plan, with interest, and employer-financed monetary credits. The level of these monetary credits is adopted by the governing body of the employer within the actuarial constraints imposed by the TCDRS Act so that the resulting benefits can be expected to be adequately financed by the employer's commitment to contribute. At retirement, death, or disability, the benefit is calculated by converting the sum of the employee's accumulated contributions and the employer-financed monetary credits to a monthly annuity using annuity purchase rates prescribed by the TCDRS Act.

Funding Policy

The employer has elected the annually determined contribution rate (ADCR) plan provisions of the TCDRS Act. The plan is funded by monthly contributions from both employee members and the employer based on the covered payroll of employee members. Under the TCDRS Act, the contribution rate of the employer is actuarially determined annually. It was 13.56% for the calendar year 2012. The contribution rate payable by the employee members is the rate of 7.00% as adopted by the governing body of the employer. The employee contribution rate and the employer contribution rate may be changed by the governing body of the employer within the options available in the TCDRS Act.

NOTE M - EMPLOYEE DEFINED BENEFIT PENSION RETIREMENT PLAN (CONT.)

Annual Pension Cost

For the employer's accounting year ending December 31, 2012, the annual pension cost for the TCDRS plan for its employees was equal to actual contributions of \$66,021. The required contribution was determined as part of the December 31, 2011 actuarial valuation using the entry age actuarial cost method.

Schedule of Employer Contributions

The District's annual pension cost, the percentage of annual pension cost contributed to the plan, and the net pension obligations were as follows:

Year Ending	_	Cost (APC)	APC Contributed	<u>C</u>	bligation
12/31/10	\$	51,503	100%	\$	-
12/31/11	\$	58,267	100%	\$	-
12/31/12	\$	66,021	100%	\$	0 <u>m</u>

Funded Status and Funding Progress

As of December 31, 2011, the most recent actuarial valuation date, the plan was 89.78% funded. The actuarial accrued liability for benefits was \$1,645,886, and the actuarial value of assets was \$1,477,639, resulting in an unfunded actuarial accrued liability (UAAL) of \$168,247. The covered payroll (annual payroll of active employees covered by the plan) was \$447,173 and the ratio of the UAAL to the covered payroll was 37.62%.

The schedule of funding progress, presented as required supplementary information following the notes to the financial statements presents multiyear trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liability for benefits.

Methods and Assumptions

The December 31, 2011 actuarial valuation was prepared using the entry age actuarial cost method. The actuarial assumptions at December 31, 2011 included (a) 8.0 percent investment rate of return (net of administrative expenses), (b) projected salary increases of 5.4 percent and (c) an inflation component of 3.5 percent. The actuarial value of assets was determined using techniques that spread the effects of short-term volatility in the market value of investment over a ten-year period. Then unfunded actuarial accrued liability is being amortized as a level percentage of projected payroll on a closed basis. The remaining amortization period at December 31, 2011 was 20 years.

NOTE M - EMPLOYEE DEFINED BENEFIT PENSION RETIREMENT PLAN (CONT.)

Methods and Assumptions (Cont.)

Actuarial Valuation Date	12/31/09	12/31/10	12/31/11
Actuarial Cost Method	Entry Age	Entry Age	Entry Age
Amoritization Method	Level Percentage of Payroll, Closed	Level Percentage of Payroll, Closed	Level Percentage of Payroll, Closed
Amortization Period	20 Years	20 Years	20 Years
Asset Valuation Method	SAF:10-YR Smoothed Value ESF:Fund Value	SAF:10-YR Smoothed Value ESF:Fund Value	SAF:10-YR Smoothed Value ESF:Fund Value
Actuarial Assumptions: Investment Return Projected Salary Increases Inflation Cost of Living Adjustments	8.00% 5.40% 3.50% 0.00%	8.00% 5.40% 3.50% 0.00%	8.00% 5.40% 3.50% 0.00%

NOTE N – DEFERRED COMPENSATION PLAN

All employees participate in a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The plan permits employees to defer a portion of their salary until future years. The deferred compensation is not available to employees until termination, retirement, or death. The plan is administrated by an insurance company.

NOTE O - EMPLOYEE DEFINED BENEFIT HEALTHCARE RETIREMENT PLAN

Plan Description

Galveston County Emergency Communications District provides its employees health benefits upon retirement. Benefit provisions are established or may be amended under the authority of the District's management. The District administers the single-employer defined benefit plan.

Funding Policy

This plan represents an unfunded OPEB program. Employer contributions will be made on a pay-as-you-go basis subject to the originating policy adopted by the District's management. Retired plan members are not required to contribute to the plan.

Annual OPEB Cost and Net OPEB Obligation

The District has elected to calculate the annual required contribution of the employer (ARC) and related information using the Alternative Measurement Method permitted by GASB Statement No. 45 for employers in plans with fewer than one hundred total plan members. The District's annual other postemployment benefit (OPEB) cost (expense) is calculated based on the ARC.

NOTE O - EMPLOYEE DEFINED BENEFIT HEALTHCARE RETIREMENT PLAN (CONT.)

Annual OPEB Cost and Net OPEB Obligation (Cont.)

The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and to amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed 30 years.

The following represents the development of the annual OPEB cost and net OPEB obligation at December 31:

	8	2012
Net OPEB Obligation at Beginning of year	\$	150,248
Annual Required Contribution Interest on Net OPEB Obligation Adjustment to Annual Required Contribution Annual OPEB Cost (Expense)	_	97,440 4,507 (4,665) 97,282
Net OPEB Obligation at End of Year	\$_	247,530

Schedule of Employer Contributions

The District's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligations were as follows:

Accounting Year Ending	 Annual OPEB Cost	Percentage of Annual OPEB Cost Contributed	Net OPEB Obligation
12/31/10	\$ 50,052	0%	\$ 97,955
12/31/11	\$ 51,880	0%	\$ 150,248
12/31/12	\$ 97,282	0%	\$ 247,530

Funded Status and Funding Progress

As of the valuation date, December 31, 2012, the plan assets were \$0, the actuarial accrued liability for benefits was \$810,229, the total unfunded actuarial liability is \$810,229, and the actuarial value of assets as a percentage of the actuarial accrued liability (funded ratio) is 0%. The covered payroll (annual payroll of active employees covered by the plan) was \$488,988, and the ratio of the unfunded actuarial accrued liability to the covered payroll was 166%.

The projection of future benefit payments for an ongoing plan involves estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare

NOTE O - EMPLOYEE DEFINED BENEFIT HEALTHCARE RETIREMENT PLAN (CONT.)

Funded Status and Funding Progress (Cont.)

cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectation and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information following the notes to the financial statements, presents multiyear trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

Methods and Assumptions

Projections of benefits for financial reporting purposes are based on the substantive plan (the plans as understood by the employer and plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The methods and assumptions used included techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

A discount rate of 3.0% was used. A general price inflation of 2.80% was assumed. In addition, the Projected Unit Credit actuarial cost method was used. The unfunded actuarial accrued liability is being amortized as a level percentage of projected payrolls on a closed basis. The remaining amortization period at December 31, 2012 was 30 years. As authorized by GASB Statement No. 45, the Alternative Measurement Method with its simplifications of certain assumptions was employed in measuring actuarial accrued liabilities and the ARC.

The following simplifying assumptions were made pursuant to the Alternative Measurement Method:

Retirement Age for Active Employees – Estimated using the earliest age eligible for normal retirement.

Active Member Marital Status – Assumption of marital status for active employees has been incorporated in the acceptance probability for spousal coverage. Using this approach, the percentage of future retired plan members taking spousal coverage was assumed at 0%.

Mortality – Life expectancies were based on the 2004 United States Male and Female life tables.

Turnover – Non-group-specific age-based turnover data provided in GASB Statement No. 45 was used as the basis for assigning active members a probability of remaining employed until the assumed retirement age and for developing an expected future working lifetime assumption for purposes of allocating to periods the present value of total benefits to be paid.

NOTE O - EMPLOYEE DEFINED BENEFIT HEALTHCARE RETIREMENT PLAN(CONT.)

Methods and Assumptions (Cont.)

Healthcare Cost Trend Rate – Health cost is expected to increase 7% in the year 2013 due to new health care legislation. For years 2014 through 2016 an increase of 4% per year is anticipated. For the year 2017 an increase of 5% is estimated and then a leveling off with a 3% increase through the year 2021.

Healthcare Insurance Premiums – Health insurance premiums for retirees in effect at December 31, 2012 were used as the basis for calculating the present value of total benefits to be paid.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

therine Overbed Maxwell, CPA, PUC

Katherine Overbeck Maxwell, CPA, PLLC

Galveston, Texas June 20, 2013

AGENDA ITEM #12.

CERTIFICATE of COURSE COMPLETION

Open Meetings Act

I, **Randall Rice CPA**, certify that I have completed a course of training on the Texas Open Meetings Act that satisfies the legal requirements of Government Code, Section 551.005.

Certificate is issued effective this 30th day of July, 2013.



NOTICE TO CERTIFICATE HOLDER: You are responsible for the safekeeping of this document as evidence that you have completed this open government training course. The Office of the Attorney General does not maintain a record of course completion for you and is unable to issue duplicate certificates. Government Code Section 551.005(c) requires the governmental body with which you serve to maintain this Certificate of Course Completion and make it available for public inspection.

Certificate No.: 13-173368M

AGENDA ITEM #13.



COUNTY OF GALVESTON

Bonnie Hughes Off
Administrative Specialist

Phone: 409-770-5230 FAX: 409-621-7976 Office of Justice Administration 600 – 59th Street, Suite 4209

Galveston, Texas 77551

Bonita M. Quiroga Director Karen Henderson

Indigent Defense Coordinator Phone: 409-766-2442

July 31, 2013

Honorable Mark Henry County Judge 722 Moody Galveston, Texas 77551

RE: Juror Donation Plan-request for extension of application deadline

Dear Judge Henry,

As you may know, the Juror Donation Plan required applicants to apply before the deadline of June 1st, 2013 in order to be considered for inclusion in the 2013-2014 juror donation process. However, to date we have received only one application.

I am asking that the Commissioner's Court extend the application deadline to August 20th in order to allow qualifying organizations an opportunity to participate.

Please do not hesitate to contact me at (409) 765-2649 should you have any questions.

Bonita M. Quiroga

Director

Sincerely.

AGENDA ITEM #14.

Contract for Election Services

[Joint Elections - November Odd Numbered Years]

November 5, 2013 Election Date December 17, 2013
Runoff Election Date

Notice is hereby given that this election will be conducted as a Countywide Vote Center Election allowing voters registered in Galveston County to vote on Election Day at any of the county's polling locations.

1. Duties and Services of the Contracting Officer.

The Contracting Officer shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and any subsequent runoff election.

- 1.1 Program, or arrange to have programmed, the ballot. [Cost: Based upon the number of contests on the ballot. See attached Fee Schedule]
- 1.2 Arrange to have published the legal notices of the testing of the electronic tabulating equipment as provided in Texas Election Code §127.096 and conduct all required tests of the electronic tabulating equipment under Texas Election Code §§127.096-127.098 and §§ 129.021-129.023. The first test shall be conducted at least five days prior to the election. In addition, it will be performed during normal business hours and be open to the public. The Contracting Officer proposes conducting the first test no later than **September 20, 2013**. [Cost: The cost for publishing the notice will be split equally between all the parties involved with said joint election. See attached Fee Schedule]
- 1.3 Provide technical and equipment support for the voting machines and equipment being provided to the Contracting Authority. In the event there is a failure of a voting machine the Contracting Officer shall try to remedy the problem over the phone. If he is unable so to do he will dispatch to locations within Galveston County the appropriate technical support personnel and equipment to correct the failure. [Cost: Included in the 10% election fee]
- 1.4 On behalf of the Contracting Authority, obtain voter registration lists from the Voter Registrar to be used during Early Voting and on Election Day. Since this is a joint countywide vote center election with the county of Galveston all partners to this agreement shall use electronic poll books. [See Section 2.3 below]

For additional Duties of the Contacting Officer see the table below.

2. Duties and Services of the Contracting Authority.

The Contracting Authority will be responsible for performing the duties and services set forth in this section.

- 2.1 Prepare and submit all required submissions to the U.S. Department of Justice under the Federal Voting Rights Act of 1965 for its election and runoff election.
- 2.2 Publish notices of the election in accordance with Section 4.003(a) of the Texas Election Code.
- 2.3 Provide the Contracting Officer with the Contracting Authority's requirements for voter registration lists and poll books for Early Voting and Election Day. [See section 1.4 above]
- 2.4 In accordance with Texas Election Code §85.005 establish uniform voting days and hours that conform to the dates and times the County of Galveston is conducting its general election. The Texas Election Code §85.005 (d) requires cities to have at least two days of early voting at the main early voting location for 12 hours each day. The Contracting Authority will work with the Contracting Officer and other jurisdictions holding a joint election with the County in order to ensure uniform election hours county-wide.
- 2.5 In accordance with Texas Election Code §4.008 as amended, deliver written notice of the election to the Contracting Officer no later than 71 days prior to the Election Day [August 26, 2013].
- 2.6 If the Contracting Authority desires to have an additional polling location(s) to those selected by the Contracting Officer for the General Election, the Contracting Authority will submit a list of said locations to the Contracting Officer no later than **August 12, 2013.** Upon notification by the Contracting Authority, the Contracting Officer shall conduct a site inspection of the location to ensure that they comply with Americans with Disabilities Act (ADA) accessibility requirements and that they also have adequate Verizon MiFi Internet access. By **August 23, 2013**, the Contracting Officer will share with the Contracting Authority the results of the site inspection and inform same of any adjustments that may be required in order to utilize the location(s) selected by the Contracting Authority. [See section 2.16 below]

In the event that polling locations within the Contracting Authority's jurisdiction are moved from locations used in previous elections, it will be the responsibility of the Contracting Authority to comply with §43.062 of the Texas Election Code that requires voters be notified of the new location by placing a notice at the old polling location telling the voters of the nearest new polling location.

2.7 Provide to the Contracting Officer the language for any ballot propositions, the names of election contests, the names of candidates as they are to appear on the ballot, a copy of a sample ballot, ballot draw information and a completed "Requirements to Program the Ballot" form. These materials will be provided in an electronic form to the Contracting Officer by **no later than August 26, 2013.** All language on the ballot must be provided in both English and Spanish.

- 2.8 Return to the Contracting Officer, by <u>5 p.m. on September 11, 2013</u>, confirmation that the sample ballots the Contracting Officer has prepared and provided to the Contracting Authority are satisfactory or provide changes that need to be made.
- 2.9 The Contracting Officer will be conducting elections for numerous Contracting Authorities on the same day. This will be a joint countywide vote center election which allows a prospective voter the ability to vote at any of the County's election day polling places. The parties understand that each election has its own challenges and requirement and that failure to provide the information in paragraphs 2.5, 2.6, 2.7 and 2.8 by the above dates will place an undue burden on the Contracting Officer that may prevent him from being able to provide his services to the Contracting Authority in a timely and accurate manner. Should the Contracting Authority miss said deadlines, and should the Contracting Officer be unable to provide his services in a timely and accurate manner the Contracting Authority shall hold the Contracting Officer and his employees harmless from any election errors and corresponding liability and/or damages that may result, including but not limited to the costs incurred related to an election contest and/or the need to conduct a subsequent election.
- 2.10 As required by § 67.017 (b) and the Secretary of State's Office, make an electronic precinct-by-precinct report to the Secretary of State's Office by no later than the 30th day after Election Day.
- 2.11 Unless otherwise stipulated, transport, or have its Presiding Election Judges transport on its behalf, the voting machines and equipment to the Contracting Authority's Early Voting and Election Day voting locations.
- 2.12 Supervise, with the assistance of the Contracting Officer, the overall conduct of its election in Contracting Authority's jurisdiction including the supervision tabulation of results.
- 2.13 Since this will be a countywide vote center election in which numerous entities will be involved, the Contracting Authority may appoint one person to serve on the Signature Verification Committee/Early Voting Ballot Board. The same person, or another representative, may also be appointed to serve on the Ballot Resolution Board. If the Contracting Authority makes such an appointment(s) they shall provide the Contracting Officer with contact information for each of these individuals in writing by **no later than September 30, 2013**. [See http://www.galvestonvotes.org/Resources/WhatHappensElectionDay.html for a summary of the duties of the various boards]
- 2.14 Pay a \$200 fee per Early Voting and Election Day polling location within its jurisdiction, or a minimum of \$400, to cover a portion of the Contracting Officer's costs for hiring two election judges to provide the Contracting Authority and its Judges election support services throughout the term of this Contract.

In addition, the contracting Authority will split equally with the Contracting Officer all the other costs for each Early Voting and Election Day polling place located within its jurisdiction. If there is no polling place located withing the Contracting Authority's jurisdiction, it shall split the costs for the nearest polling place to its jurisdiction. If the Contracting Authority desires to have a polling place or an additional polling location located within its jurisdiction, they will be charged the \$200 fee noted above and 100% of the costs

associated with the additional polling location(s) (e.g., equipment, election kit, poll worker costs, etc.).

- 2.15 Pursuant to the provisions of the Help America Vote Act of 2002 [HAVA], provide the appropriate number of bilingual poll workers as determined by guidance provided by the U.S. Department of Justice. If the Contracting Authority is appointing personnel to staff a polling location, the Contracting Authority may not impose this duty on Contracting Officer. But, the Contracting Officer will attempt to assist Contracting Authority in finding bilingual poll workers.
- 2.16 All polling locations used during this election cycle shall comply with the Americans with Disabilities (ADA) accessibility requirements. If there is a shortage of ADA compliant voting locations, remedies shall be found to allow handicapped/disabled persons to cast their vote. In addition, since it is critical to record in real time those people who have cast their ballots, Internet access for the electronic poll books is required. All the polling locations must be accessible to the Internet through the Contracting Officer's Verizon MiFi units. ADA compliance and Internet connectivity shall be verified by the Contracting Officer prior to any new voting location being added to the list of polling places.

Special Provision: Bilingual Poll Worker Requirements. Galveston County was a party in Civil Action No. 3:07 CV 377 styled "The United States of America, Plaintiff, v. Galveston County, Texas, Defendant in the United States District Court for the Southern District of Texas, Galveston Division". It entered into a Consent Decree that acknowledged it is covered under both Section 4(f)(4) of the Voting Rights Act as amended and 42 U.S.C. §1973(b)(4)(Section 4(f)(4) to provide Spanish language written materials and assistance to voters. Galveston also has an obligation to ensure that its polling places and poll workers comply with the Help America Vote Act of 2002 ("HAVA"), 42 U.S.C. §§15301 et. seq. Although this Consent Decree expired December 31, 2010, Galveston County agreed that it is permanently enjoined from:

- a) Failing to provide in Spanish "any registration or voting notices, forms, instructions, assistance, or other materials or information relating to the electoral process, including ballots", that they provide in English as required by Section 4(f)(4) of the Voting Rights Act, 43U.S.C.S1973b(f)(4); and
- b) Failing to ensure that poll workers provide and receive adequate training regarding (1) the use of providing provisional ballots under Section 302(a) of HAVA; and (2) the display of all HAVA-required signs under Section 302(b) of HAVA.

Contracting Authority understands that regardless of whether it desires to engage the Contracting Officer's services, it likewise has an obligation to comply fully with the same terms and provisions of the Voting Rights Act and the Help America Vote Act.

Cancellation of Contract: Contracting Authority may cancel this Contract without incurring any expenses by notifying Contracting Officer by email or other written form of its intention to so cancel by no later than forty-eight (48) hours after its candidates filing deadline. Should Contracting Authority desire to cancel this Contract after that time it may do so upon twenty-four (24) hours written notice to Contracting Officer but the Contracting

Authority will be obligated to pay Contracting Officer the greater of a fee of \$500 or the cost of services and equipment rendered up through the date of cancellation.

Selection of Services:

The Contracting Authority hereby selects the following services that it wants the Contracting Officer to provide and those services for which the Contracting Authority shall be responsible. The Contracting Officer will affirm his willingness to perform the services requested by the Contracting Authority by signing this agreement.

[Some of the choices have been preselected because they are required in this Joint Countywide Vote Center Election]

Contracting Authority to Perform	Contracting Officer to perform	Service
	⊠	Procure and distribute to the Election Judges all necessary election supplies, including but not limited to sample ballots, election kits, and office supplies such as paperclips, and pens. Each kit and unused election supplies are to be returned by the Contracting Authority to the Contracting Officer after the voting polls close on Election Night. [Cost: \$50 per kit - To be split 50/50 for those polling locations the Contracting Officer selected within an entity's jurisdiction]
	Ø	Arrange for receiving and checking in the supplies and equipment being returned by the Election Judges after the voting polls close on Election Night. [Cost: Overtime for staff and part time workers hired to provide this service will be evenly split between ALL the entities participating in this joint election.]
	⊠	Procure all necessary voting machines and equipment for use at early voting and election day locations and prepare them for use. [Cost: \$250 per eSlate or JBC and \$300 per DAU eSlate - To be split 50/50 for those polling locations the Contracting Officer selected within an entity's jurisdiction]
	×	Transport, or arrange to have transported, the voting machines and equipment to and from the early voting locations. [Cost: \$100 delivery per location].
	⊠	Arrange for programming of the ballot and the Logic and Accuracy Testing of the counting equipment. [Cost: Determined by the number of contests on the entity's ballot [not the entire combined ballot]: \$550 for up to ten contests, \$1,100 for up to 20, \$1,650 for up to 30, \$2,450 for up to 40 and \$3,000 for 41 or more contests.]

⊠	Arrange for the use of a central counting station and for the tabulating and supervisory personnel and equipment needed at the counting station. Prepare the testing materials for the tabulation of the ballots to be used with electronic tallying equipment. Prepare the unofficial tabulation of precinct results on Election Night. [Cost: \$350 for use of the equipment plus overtime for county employees doing the tabulation (est. max. \$350) These costs are to be shared evenly between all the parties that participate in this joint countywide vote center election.
⊠	Assist the Contracting Authority in the general overall supervision of the election and any subsequent runoff election and provide advisory services in connection with the decisions to be made and the actions taken by the Contracting Authority who is the convening authority for the election/runoff election. [Cost: Included in the 10% election fee]
⊠	Conduct Early Voting, Election Day Voting, and bilingual training with at least two Election Day training sessions being offered during the evening hours beginning at 5:30 p.m. [Cost: \$30 per trainee attending the six hour sessions. For trainees working at locations added by the Contracting Authority the cost will be \$60 each]

In order to serve as a Judge or Alternate Judge, the person who desires to perform such services is required to attend training. Clerks shall be required to attend training unless they have attended similar county-provided election training within 90 days prior to the election. The failure of a clerk to attend training will not necessarily preclude them from serving, but they will be paid at a reduced rate of pay (\$8 per hours verses \$10 per hour) because they have not participated in said training.

Waive Evening Training	□ Choose Evening Training	Waiver of evening training: The County employee overtime costs associated with conducting training after normal business hours will be shared equally among those entities who have election workers attend these sessions. By checking the Waive Evening Training box the Contracting Authority is restricting its workers to training conducted during normal business hours.
⊠ Use ePollBooks	□ Use Paper Poll Books	ePollBooks: For countywide vote center elections the county will be using electronic poll books at each location. At high volume polling places at least two may be used (at the Contracting Officer's Option] [Cost: \$50 each at locations selected by the Contracting Officer and \$100 each at polling places added by the Contracting Authority.]
□ Add Additional Polling Locations	Decline adding more polling locations	The Contracting Authority may add additional polling locations within its jurisdiction, if the Contracting Officer and Commissioners' Court approve. In doing so, the Contracting Authority understands that it will be responsible for 100% of the costs for said location and the location must conform to ADA standards and have Internet connectivity.

Contracting
Authority to
Hire its own
Judges,
Alternate
Judges and
Clerks

Contracting
Officer to Hire
Judges,
Alternate
Judges and
Clerks

Hire judges, alternate judges, and clerks that, in the opinion of the Contracting Officer, are sufficiently trained for the Contracting Authority's election or as are specified by the Contracting Authority. In order to comply with the Texas Election Code, workers must be registered voters from within the jurisdiction holding the election but, since the Contracting Authority is conducting its election jointly with the County of Galveston, any voter registered within the county may serve.

[Cost: Base cost of \$10 per hour per worker. If the person is serving more than 40 hours during a normal county work week (from Thursday through Wednesday) they will be paid \$15 per hour for every hour over 40 hours during said week. This normally only happens if the person is serving during Early Voting. The cost for paying workers will be split 50/50 for polling locations designated by the Contracting Officer. 100% of the cost will be charged for locations added by the Contracting Authority.]

NOTE: If the Contracting Authority is hiring the judges, alternate Judges and clerks the Judges and Alternate Judges shall be required to attend training. They will also need to be selected based upon §§ 32.002 (c) TEC.

If the Contracting Officer is to hire judges, alternate judges and clerks he will notify the Election Judges of the dates of the election and any subsequent runoff election as required by Texas Election Code §4.007. Otherwise the Contracting Authority shall perform this service. [No additional cost]

The cost for all printed ballots (including ballots by mail, sample ballots for polling locations, and test ballots for use in the Logic and Accuracy testing) is \$.25 per ballot OR \$.50 for multi-page ballots. For this election cycle, the Contracting Officer will handle ballot by mail requests. Our cost for each ballot by mail is \$1.60 per mail ballot (not including printing) OR \$1.75 for multi-page ballots. The Contacting Authority will be charged for each ballot by mail as follows: the combined cost of printing and mailing ballots multiplied by the number of ballots by mail sent to voters within their jurisdiction divided by two.

□ Accept	Decline	The Contracting Authority may have an observer present during the tabulation of the votes. If Contracting Authority desires an observer it will, prior to Election Day, provide the Contracting Officer with the name and contact information of the person who will represent them at the Central Counting Station.
	×	Arrange to have published legal notices regarding the first Logic and Accuracy test of the tabulating equipment The actual cost associated with publishing said notice divided by the number of jurisdictions included in the notice.

Applicable only if the election is cancelled more than 48 hours after the candidate filing deadline		Cancellation Fee: If the Contracting Authority cancels its election and notifies the Contracting Officer in writing within forty-eight hours after its candidates filing deadline there will be no cancellation charge. If the Contracting Authority cancels its election after the forty-eight hour grace period, it will pay the greater of a \$500 cancellation fee or the cost of services and equipment rendered up through the date of cancellation.
⊠	Reimbursable Fee to be paid to the Contracting Officer	Fees charged by the facilities used will split equally between the Contracting Officer and the Contracting Authority. No additional fees will be charged.
⊠	Reimbursable Cost to be paid to the Contracting Officer	After normal business hours use of County employees during the election cycle will be billed to the entities. Regular pay plus overtime for each employee. Said expense, if not directly attributable to a specific entity, will be divided by the number of entities contracting with Galveston County for election services
Ø		Contracting Authority agrees to be responsible for any actual damages for repairs of voting equipment caused by its Election Workers during the time the voting equipment was in their possession.

3. Compensation, Billing, and Payment.

Pursuant to Texas Election Code §31.100 the fees noted above and throughout this contract are the actual expenses incurred by Contracting Officer in providing the various services contained herein.

During this election cycle the Contracting Officer will be hiring two part time election judges to assist in preparation of the election, answering inquiries from polling locations, and post election duties. As noted in paragraph 2.14, the Contracting Authority shall pay \$200 per Early Voting and Election Day polling location within its jurisdiction to help defray the \$7,400 cost of hiring this part time help.

If the Contracting Officer is hiring the election workers for the Contracting Authority the following is agreed:

- (1) The base rate of pay for each worker who has attended training is \$10 per hour and the base pay for any clerk who has been unable to attend training is \$8 per hour.
- (2) If any election worker serves more than 40 hours during a normal pay week (*Thursday through Wednesday*) they will be paid time-and-a-half for each hour served over 40 during that pay week.

In signing this agreement the Contracting Authority agrees to reimburse the Contracting Officer for the payment of election workers as outlined in this paragraph and the "Hiring of Judges, Alternate Judges and Clerks" found at the top of page 7 of this agreement.

In addition to the fees noted in this contract, the Contracting Authority will pay Contracting Officer the greater of Seventy-Five (\$75.00) Dollars or an additional ten percent (10%) for general supervision of the election.

Pursuant to Texas Election Code §31.098, Contracting Officer may contract with third persons for election services and supplies agreed to herein and, upon reimbursement by Contracting Authority, which the Contracting Authority hereby agrees to pay when invoiced, will pay the claims for those election expenses on Contracting Authority's behalf.

Contracting Officer will invoice Contracting Authority for services rendered under this Contract. Contracting Authority will make payment to Contracting Officer in accordance with the terms and provisions of what is commonly referred to as the Texas Prompt Payment Act.

4. Voting System.

The Hart Intercivic 6.1 E-Slate System owned by Galveston County will be the voting system used by Contracting Officer in providing services under this Contract.

5. Authorized Representatives.

Contracting Officer's Authorized Representative for all purposes of this Contract is its' Chief Deputy Clerk for Elections.

The Contracting Authority's Authorized Representative for all purposes of this Congract is

Mat w. Brooks, Attorney.

In the case of a Joint election involving multiple local entities that have come together to jointly contract with the Contracting Officer, the Contracting Authority makes known that will serve as the party making decisions relating to said Joint election and the Contracting Authority will be bound by decisions made by this person on its behalf.

6. General Provisions.

As specified in Texas Election Code §31.096 this Contract may not change:

- (1) the authority with whom applications of candidates for a place on a ballot are filed;
- (2) the authority with whom documents are filed under Texas Election Code S251.001 et. seq.; or
- (3)the authority to serve as custodian of voted ballots or other election records.

As set forth in Texas Election Code §31.099 not later than the 10th day after the date this Contract is executed the Contracting Officer shall file a copy of this Contract with the County Treasurer and the County Auditor.

7. WAIVER OF DAMAGES. The parties acknowledge that the Hart Intercivic 6.1 ESlate System and the programming of paper ballots is highly technical and that it is conceivable that despite the efforts of the Contracting Officer it might fail during an election or might contain errors. The Contracting Authority agrees that should the electronic voting system fail, it will not make any claim against the Contracting Officer, the County of Galveston, or any of their full or part-time employees,

independent contractors or agents for damages of any kind, including but not limited to any and all costs relating to an election contest and/or costs and damages incurred for having to conduct a second election caused as a result of such failure or error.

The Contracting Authority acknowledges that holding multiple simultaneous elections presents logistical problems and other problems over and above a single election. The Contracting Officer and his employees and agents will attempt to help ensure that these simultaneous elections are conducted without error or mishap, but on occasion, errors or mishaps do occur. Accordingly, the Contracting Authority agrees that should an error or mishap occur that it will not make any claim against the Contracting Officer, the County of Galveston, or their full or part-time employees, independent contractors or agents for damages of any kind including but not limited to any and all costs relating to an election contest and/or costs and damages incurred by the Contracting Authority for having to conduct a second election, as a result of such error or mishap.

If legal action is filed against the Contracting Authority involving its election and if, the County and/or the Contracting Officer is named as a party to this legal action and the complaint is based solely on allegations made against the Contracting Authority, the Contracting Authority shall be solely responsible for all costs and defense of that suit. In addition, Contracting Authority shall be required to provide adequate legal counsel for the County and/or the Contracting Officer and, upon notice to the Contracting Authority and/or County shall be entitled to settle such claim or legal action upon terms it deems most advantageous to itself.

For purposes of implementing this Contract, the Contracting Officer and the Contracting Authority designate the following individuals, and whenever the Contract requires submissions of information or notice to the Contracting Officer or the Contracting Authority, submissions or notices shall be made to these individuals:

Contracting Officer:

Dwight Sullivan, County Clerk Attention: William Sargent, Chief Deputy Clerk for Elections Galveston County Justice Center 600 59 th Street, Suite 2001 Galveston, TX 77551-4180 409-770-5108

Email: William.Sargent@co.galveston.tx.us

Contracting Authority:

10000 Memorial Drive Surte 260
Mouston, TX 77024

Phone: 713-951-0800

Tam Glen MUD

Email: m brooks & young and brooks. com

Although the parties recognize that pursuant to §31.092 of the Texas Election Code this Contract needs not be submitted to the Galveston County Commissioners' Court to be placed on the Consent Agenda as a Receive and File Item, they find it prudent so to do.

The Rest of This Page has Intentionally Been Left Blank.

day of	, 20
,	
<u> </u>	
KE3880%	
Mayor	
	•
Other	
Countain and	

Furnished	
	Mayor President ve Committee Other Furnished Furnished

AGENDA ITEM #15.





THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPO CPPB

COUNTY COURTHOUSE

GWEN MCLAREN, CPPB ASST. PURCHASING AGENT

PURCHASING AGENT

722 Moody (21st Street) Fifth (5th) Floor GALVESTON, TEXAS 77550 (409) 770-5371

July 31, 2013

Honorable County Judge And Commissioners' Court County Courthouse Galveston, Texas

Re: Disposal of Salvage or Surplus Property

Gentlemen,

It is requested that authorization be granted to dispose of the salvage and/or surplus property items represented on the attached lists. This request is per the instructions outlined in the Texas Local Government Code, section 263.152, Disposition.

These items will be placed on the GovDeals website or other authorized means of disposal within 30 days after authorization is granted.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted.

Rufus G. Crowder, CPPO CPPB

Purchasing Agent County of Galveston

Attachment

McCullough, Darla

From:

Beshears, Vickie

Sent:

Monday, July 29, 2013 1:54 PM

To:

McCullough, Darla CC Agenda Request

Subject: Attachments:

Scan001.PDF

Hello Darla,

Could you please place the item listed below on the next available CC agenda for approval of disposal.

Information Technology

-Computer Equipment

Sheriff - Corrections Department

-4 each Televisions

Sheriff - ACTF

-1 each 2008 Dodge Ram 1500 Pickup Truck

Fleet

-3 each Ford F250 Pickup Trucks

Please let me know if you have any questions.

Thanks,

Vickie Beshears Fixed Asset Property Manager Galveston County 409-770-5417 Phone 409-621-7991 Fax

IT Equipment for Auction 6/25/2013

Description	Serial Number	FAID	Condition
HP Printer	CAT380720		Salvage
HP Printer	CNBSG56057		Salvage
HP Printer	uskb005121		Salvage
HP Printer	uskb005129		Salvage
HP Printer	uskc087050		Salvage
HP Printer	uskc171888		Salvage
HP Printer	uskb005133		Salvage
HP Printer	KRM1J69603418ADG10Q4M3406		Salvage
HP Printer	usbc020727		Salvage
HP Printer	USQB038805		Salvage
HP Printer	usmc044097		Salvage
HP Printer	usbb008857		Salvage
HP Printer	usqx109046		Salvage
HP Printer	386747300-610088222		Salvage
HP Printer	ygg218107		Salvage
HP Printer	usrn126047		Salvage
HP Printer	usmb078389		Salvage
HP Printer	ygg290473		Salvage
HP Printer	No Serial Number		Salvage
HP Printer	No Serial Number		Salvage
HP Printer	usmc100669	16293	Salvage
HP Printer	my0ag151tzjl	17265	Salvage
HP Printer	No Serial Number	17184	Salvage
HP Printer	8679	1591005213	Salvage
GatewayE4100 CPU	34387471		Salvage
GatewayE4100 CPU	34387204		Salvage
GatewayE4100 CPU	34387497		Salvage
GatewayE4100 CPU	34387298		Salvage
GatewayE4100 CPU	34387404		Salvage
GatewayE4100 CPU	34387354		Salvage
GatewayE4100 CPU	34387441		Salvage
GatewayE4100 CPU	34387095		Salvage
GatewayE4100 CPU	34387130		Salvage
GatewayE4100 CPU	34387149		Salvage
GatewayE4100 CPU	34387098		Salvage
GatewayE4100 CPU	34387117		Salvage
GatewayE4100 CPU	34387425		Salvage
GatewayE4100 CPU	34387222		Salvage
GatewayE4100 CPU	34387600		Salvage
GatewayE4100 CPU	34387013		Salvage
GatewayE4100 CPU	34387048		Salvage

GatewayE4100 CPU	34387642	Salvage
GatewayE4100 CPU	34387531	Salvage
GatewayE4100 CPU	34387028	Salvage
GatewayE4100 CPU	34387075	=
		Salvage
GatewayE4100 CPU	34387474	Salvage
GatewayE4100 CPU	34387356	Salvage
GatewayE4100 CPU	34387349	Salvage
GatewayE4100 CPU	34387483	Salvage
GatewayE4100 CPU	34387513	Salvage
GatewayE4100 CPU	34387026	Salvage
GatewayE4100 CPU	34387576	Salvage
GatewayE4100 CPU	34387151	Salvage
GatewayE4100 CPU	34387317	Salvage
GatewayE4100 CPU	34387359	Salvage
GatewayE4100 CPU	34387051	Salvage
GatewayE4100 CPU	34387626	_
		Salvage
GatewayE4100 CPU	34387293	Salvage
GatewayE4100 CPU	34387183	Salvage
GatewayE4100 CPU	34387521	Salvage
GatewayE4100 CPU	34387188	Salvage
GatewayE4100 CPU	34387050	Salvage
GatewayE4100 CPU	34387632	Salvage
GatewayE4100 CPU	34387369	Salvage
GatewayE4100 CPU	34387689	Salvage
GatewayE4100 CPU	34387570	Salvage
GatewayE4100 CPU	34387057	Salvage
GatewayE4100 CPU	34386957	Salvage
GatewayE4100 CPU	34387183	Salvage
GatewayE4100 CPU	34387316	Salvage
GatewayE4100 CPU	34387673	=
· · · · · · · · · · · · · · · · · · ·		Salvage
GatewayE4100 CPU	34387611	Salvage
GatewayE4100 CPU	34387559	Salvage
GatewayE4100 CPU	34386994	Salvage
GatewayE4100 CPU	34387236	Salvage
GatewayE4100 CPU	34387525	Salvage
GatewayE4100 CPU	34387278	Salvage
GatewayE4100 CPU	34387693	Salvage
GatewayE4100 CPU	34386956	Salvage
GatewayE4100 CPU	34387029	Salvage
GatewayE4100 CPU	34387700	Salvage
GatewayE4100 CPU	34387514	Salvage
GatewayE4100 CPU	34387366	Salvage
	34307300	Jaivage
Versa V/50, CPU	54007016	salvage
		Č
Gateway E4500, CPU	37083179	salvage
Gateway E4500, CPU	37083173	salvage
	37003100	Jaivage

Gateway E4500, CPU	37083191		salvage
Gateway E4500, CPU	36893848		salvage
Gateway E4500, CPU	37083197		salvage
Gateway E4500, CPU	9003698		salvage
Gateway E4500, CPU	9003698		salvage
Gateway E4500, CPU	39390816		salvage
Gateway E4500, CPU	bbz4h81		salvage
	552 11102		Jaivage
Gateway E 4610, CPU	40425734	1591006562	calvago
Gateway E 4610, CPU	40425748		salvage
•		1591006563	salvage
Gateway E 4610, CPU	40425745	1591006564	salvage
Gateway E 4610, CPU	40425734	1591006562	salvage
B			
Datatronics 54X, CPU	D72000304200811	1591002614	Salvage
Datatronics 54X, CPU	D72000304200818	1591002526	Salvage
Datatronics 54X, CPU	D72000304200646	1591002630	Salvage
Datatronics 54X, CPU	D72000309200514	1591002509	Salvage
Datatronics 54X, CPU	D72000304200813	1591002645	Salvage
Datatronics 54X, CPU	D72000309200538	1591002608	Salvage
Datatronics 54X, CPU	D72000309200331	1591002615	Salvage
Datatronics 54X, CPU	D72000321300402	1591002513	Salvage
Datatronics 54X, CPU	D72000309200566	1591002515	Salväge
Datatronics 54X, CPU	D72000304200757	1591002647	Salvage
Datatronics 54X, CPU	D72000304200784	1591002653	Salvage
Datatronics 54X, CPU	D72000304200784	1591002633	-
			Salvage
Datatronics 54X, CPU	D72000309200631	1591002643	Salvage
Datatronics 54X, CPU	D72000309200641	1591002656	Salvage
Datatronics 54X, CPU	D72000309200640	1591002507	Salvage
Datatronics 54X, CPU	D72000309200507	1591002612	Salvage
Datatronics 54X, CPU	D72000304200734	1591002525	Salvage
Datatronics 54X, CPU	D72000304200725	1591002623	Salvage
Datatronics 54X, CPU	D72000304200817	1591002609	Salvage
Datatronics 54X, CPU	D72000309200530	1591002636	Salvage
Datatronics 54X, CPU	9981008995	1591001255	Salvage
Datatronics 54X, CPU	D72000304200743	1591002641	Salvage
Datatronics 54X, CPU	9981008984	no tag	Salvage
Datatronics 54X, CPU	D72000309200636	1591002638	Salvage
Datatronics 54X, CPU	D72000321300373	1591002532	Salvage
Datatronics 54X, CPU	No serial Number	1591002352	Salvage
Datatronics 54X, CPU			_
Datationics 34A, CPO	D72000304200641	1591002529	Salvage
HP DC 5800, CPU	AJ408AV	1591007044	Salvage
			0 *
Dell 24in, Monitor	CN0CC302466336621MHS	1591005213	Salvage
Cataviani 171 massites	0070400407		
Gateway 17' monitor	Q\$7342601055C		salvage
Gateway 17' monitor	QS7342600053C		salvage

Gateway 17' monitor	Q\$7342600116C	salvage
Gateway 17' monitor	QC9072620880	salvage
Gateway 17' monitor	CN0Y4299716185C8A001	salvage
Gateway 17' monitor	Q\$7342600135C	salvage
Gateway 17' monitor	qs7342600879c	salvage
Gateway 17' monitor	qs7342600128c	salvage
Gateway 17' monitor	qs7342600031c	salvage
Gateway 17' monitor	qs 7 342600092c	salvage
Gateway 17' monitor	qs7342600723c	salvage
Gateway 17' monitor	qs7342600999c	salvage
Gateway 17' monitor	qs7342600999c	salvage
Gateway 17' monitor	mw668 b0v 07350	salvage
Gateway 17' monitor	qs7343500058c	salvage
Gateway 17' monitor	qs7342600781c	salvage
Gateway 17' monitor	qs7342600979c	salvage
Gateway 17' monitor	qs7342600806c	salvage
Gateway 17' monitor	qs7342601113c	salvage
Gateway 17' monitor	qs7342600463c	salvage
Gateway 17' monitor	qs7342600863c	salvage
Gateway 17' monitor	qs7342600626c	salvage
Gateway 17' monitor	qs7342600584c	salvage
Gateway 17' monitor	qs7342600299c	salvage
Gateway 17' monitor	qs7342600311c	salvage
Gateway 17' monitor	qs7342600700c	salvage
Gateway 17' monitor	qs7342600945c	salvage
Gateway 17' monitor	mx0h880h707158c117rl	salvage
Gateway 17' monitor	qs7342600322c	salvage
Gateway 17' monitor	qc9072622090	salvage
Gateway 17' monitor	qs7342600894c	salvage
Gateway 17' monitor	qs7342600129c	salvage
Gateway 17' monitor	qc9074922366	salvage
Gateway 17' monitor	qs7342600328c	salvage
Gateway 17' monitor	qs7342600234c	salvage
Gateway 17' monitor	mw67b b0n 01346	salvage
Gateway 17' monitor	rbd094301177	salvage
Gateway 17' monitor	qc9064807779	salvage
Gateway 17' monitor	qs7342600790c	salvage
Gateway 17' monitor	qs7342600531c	salvage
Gateway 17' monitor	qs45421217914	salvage
Gateway 17' monitor	qs7342600091c	salvage
Gateway 17' monitor	a19022408865	salvage
Gateway 17' monitor	qs7342600524c	salvage
Gateway 17' monitor	qs45421217915	salvage
Gateway 17' monitor	qc9072720566	salvage
Gateway 17' monitor	qs7342600191c	salvage
Gateway 17' monitor	me558 90c 01135	salvage
Gateway 17' monitor	qs7342600992c	salvage

ibm Typr writer	No serial Number	4336	Salvage
Gateway 17' monitor	qs7342600356c		salvage
Gateway 17' monitor	qc9072621821		salvage
Gateway 17' monitor	qs7342600906c		salvage
Gateway 17' monitor	qs7342600046c		salvage
Gateway 17' monitor	qs7342600641c		salvage



Date: 6/28/13	
To: Purchasing Department, Attention: Fix	ed Asset Property Manager
From: CORRECTIONS Department No & Name	Authorized Signature
Re: Pre-auction disclosure	
This item will be placed on public auction. list any and all defects.	Please describe the item to the best of your knowledge. Please
Disposal of FAID No:	Description: T.V.
Make: MAGNAVOX	Model: MWC20T6
Serial/VIN: V122667808	Year: 2005 Color: BLACK
Reason for Disposal: WONT ALWAYS	COME ON
Is this item in sound working condition?	Yes X No
If no, please describe.	
List exterior damage (dents, dings, scratches	s, etc.):
Other:	
PLEASE RETAIN A COPY	OF THIS FORM FOR YOUR RECORDS
PURCHASIN	NG DEPARTMENT USE ONLY
71771 129 Date Form Processed	Fixed Asset Property Manager



Date: (1/28/13
p: Purchasing Department, Attention: Fixed Asset Property Manager
Om: CORRECTIONS Department No & Name July Department No & Name
e: Pre-auction disclosure
nis item will be placed on public auction. Please describe the item to the best of your knowledge. Please it any and all defects.
isposal of FAID No: Description:T.V.
ake: PHILIPS Model: 27PT9015D37
erial/VIN: YA2A0624018051 Year: 2006 Color: BLACK
eason for Disposal:WON'T ALWAYS COME ON
this item in sound working condition? Yes X No
no, please describe.
st exterior damage (dents, dings, scratches, etc.):
her:
PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS
PURCHASING DEPARTMENT USE ONLY
117 113 VB



Date: 1/28/13	
To: Purchasing Department, Attention: Fixe	ed Asset Property Manager
From: CORRECTIONS Department No & Name	Authorized Signature
Re: Pre-auction disclosure	
This item will be placed on public auction. list any and all defects.	Please describe the item to the best of your knowledge. Please
Disposal of FAID No:	Description: T.V.
Make: MAGNAVOX	Model: 20MT133117
Serial/VIN: DN1A0604196524	Year: 2006 Color: BLACK
Reason for Disposal: WONT ALWAYS C	COME ON
Is this item in sound working condition?	Yes No
If no, please describe.	
List exterior damage (dents, dings, scratches	, etc.):
Other:	
PLEASE RETAIN A COPY	OF THIS FORM FOR YOUR RECORDS
PURCHASIN	G DEPARTMENT USE ONLY
Date Form Processed	Fixed Asset Property Manager



Date: 6/25/13	
To: Purchasing Department, Attention: Fix	ced Asset Property Manager
From: CORRECTIONS Department No & Name	Audio Led Suprature
Re: Pre-auction disclosure	
This item will be placed on public auction. list any and all defects.	Please describe the item to the best of your knowledge. Please
Disposal of FAID No:	Description: T.V.
Make: RCA	Model: 27F554TA
Serial/VIN: 1273E37QV	
Reason for Disposal: <u>WON'T ALWAYS</u>	COME ON
Is this item in sound working condition?	Yes <u>X</u> No
If no, please describe.	
List exterior damage (dents, dings, scratche	s, etc.):
Other:	
PLEASE RETAIN A COPY	OF THIS FORM FOR YOUR RECORDS
PURCHASIN	NG DEPARTMENT USE ONLY
Date Form Processed	Fixed Asset Broadty Manager

Galveston County, Texas Fixed Assets Awaiting Disposal Listing

FAID	Dept	PC	Description	Year	Make	Model	Vin/Serial
26761	172111	VH	TRUCK	2001	FORD	F250	1FTNF21L01EB58299
26908	172111	VH	PICKUP TRUCK	2003	FORD	F250 CREWCAB 4X4	1FTNW21LX3EB45630
27009	172111	VH	PICKUP TRUCK	2003	FORD	F250	3FTNF20L63MB22731
30158	211126	VH	PICKUP TRUCK	2008	DODGE	RAM 4X2 QUAD CAB	1D7HA18278S608423

Record Count: 4 7/29/2013



DATE: 7/23/13
To: Purchasing Department, Attention: Fixed Asset Property Manager
From: SGT Idal Banan SGTHal Brown A) Vertal Gual ACT) Signature Print Name Department/Division
Re: Pre-auction vehicle disclosure
Disposal of FAID No: 30158 Description: 2008, Dodge, 1500, crew cab
Unit # 3825 Serial/VIN: 10714A18278S608423 Mileage: 72771
Reason for Disposal: Mileage Hail Danage
Has this vehicle ever been in a wreck? Yes No If Yes, what year. 215/2012
What type of damaged resulted from wreck? Left Ren dange Bed
List any engine issues: More known (Engine light and)
List any transmission issues: Note (Caowa)
List any fluid leaks (oil, fuel, radiator, transmission, etc.) _ Mode
Are all tires road-worthy? Yes No If No, please explain:
Is there a spare tire? Yes No Is the full jack present? Yes No
Other: Truck currently has hail damage to
PLEASE RETAIN A COPY OF THIS FORM FOR YOUR BECORDS
PURCHASING DEPARTMENT USE ONLY
7 24 2013 Date Form Processed Fixed Asset Property Manager



DATE: 7-15-13	
To: Purchasing Department, Attention: Fixe	ed Asset Property Manager
From: Saules Fary f	land
Re: Pre-auction vehicle disclosure	MileAge 128031
Disposal of FAID No: 26908	Description: 2003 Ford F150 ClCAb
Unit # <u>C 7362</u> Serial/VIN: <u>/</u>	FTNW 21LX 3EB 45630
Reason for Disposal: FRAM WOR	K IN BAD Shape
Has this vehicle ever been in a wreck?	Yes No If Yes, what year.
What type of damaged resulted from wreck?	
List any engine issues: <u>人をAk エル k</u>	PADIATOR IN BAD SHAPE
List any transmission issues: NEED 5	REPAIRED
List any fluid leaks (oil, fuel, radiator, transn	nission, etc.)
Are all tires road-worthy? Yes	No If No, please explain:
Is there a spare tire? Yes N	Is the full jack present? Yes No
Other: FRONT TIRE FLAT - NE FRAME - RADIATON About T	FEOS BRAKES - Body Rusting out And
LEFT DOOR NEED REPAIRED	- SEAT TORN-FRONT
PLEASE RETAIN A COPY	OF THIS FORM FOR YOUR RECORDS
PURCHASING	G DEPARTMENT USE ONLY
Date Form Processed	Vicke Beducins
Date 1 Offit 1 (ACESSEE	Fixed Asset Property Manager



DATE: 7-15-13
To: Purchasing Department, Attention: Fixed Asset Property Manager
From: FLEET CHARLES LANGFORD Fleet Manager Signature
Re: Pre-auction vehicle disclosure Miltage 89317
Disposal of FAID No: 27009 Description: 2003 F250 Ford
Unit # <u>C6302</u> Serial/VIN: <u>3FTNF 20163 m8 22 731</u>
Reason for Disposal: Support FRAM RUSTING OUT.
Has this vehicle ever been in a wreck? Yes No If Yes, what year
What type of damaged resulted from wreck?
List any engine issues: ok
List any transmission issues:
List any fluid leaks (oil, fuel, radiator, transmission, etc.)
Are all tires road-worthy? Yes No If No, please explain:
Is there a spare tire? Yes No Is the full jack present? Yes No
Other: BED COMING APART IN FRONT BOTTOM CROSS MEMBER SUPPORT UNDER BED FRAM RUSTING OUT.
USED AS MOSQUITO CONTROL TRUCK. HAS SMELL OF MOSQUITO
PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS
PURCHASING DEPARTMENT USE ONLY
7 17 13 Date Form Processed VICCO BLS MAN Fixed Asset Property Manager



DATE: 7-15-13	
To: Purchasing Department, Attention: Fixed Asset Property Manager	
From: Fleet - Charles Jangford Fleet Manager Signature	
Re: Pre-auction vehicle disclosure	
mileAge /	20613
Disposal of FAID No: 2676/ Description: 2001 F25	o FORD 4X4
Unit # <u>C6/01</u> Serial/VIN: <u>IFTNF 21L01E8 5829</u>	9
Reason for Disposal: Age & Condition	
Has this vehicle ever been in a wreck? YesNo If Yes, what y	
What type of damaged resulted from wreck?	
List any engine issues: USES OIL	
List any transmission issues: LEAK FLuid	
List any fluid leaks (oil, fuel, radiator, transmission, etc.)	
Are all tires road-worthy? Yes No If No, please explain:	
Is there a spare tire? Yes No Is the full jack present?	
Other: MAKES NOISE IN 4 WHEEL DRIVE	
BED SUPPORT RUSTING OUT FROM UNDER BED	
TAIL GATE MISSING RUBBER PAN	
PLEASE RETAIN A COPY OF THIS FORM FOR YOUR F	RECORDS
PURCHASING DEPARTMENT USE ONLY	
7117113 VIENE POSTERIO	
Date Form Processed Fixed Asset Property Manager	

AGENDA ITEM #16.a.



THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPO CPPB PURCHASING AGENT

GWEN MCLAREN, CPPBASST. PURCHASING AGENT

COUNTY COURTHOUSE 722 Moody (21st Street) Fifth (5th) Floor Galveston, Texas 77550 (409) 770-5371

July 31, 2013

Honorable County Judge And Commissioners' Court County Courthouse Galveston, Texas

Re: Bid #B122035, Cement Stabilized Crushed Concrete Base

Gentlemen,

Bid #B112035, Cement Stabilized Crushed Concrete Base, is scheduled for its first extension of the three (3) year contractual agreement on September 23, 2013. The County's current contractors, Cherry Crushed Concrete, Inc., and Southern Crushed Concrete, LLC, have either declined to accept a contract extension or provided increased product pricing. The Road Administrator has experienced problems with product availability at the times and locations requested and the contract has become difficult to manage.

It is recommended by the Road Administrator that this contract be terminated and authorization be granted to issue another solicitation for this commodity.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G. Crowder, CPPO CPPB

Purchasing Agent County of Galveston

Attachment

McCullough, Darla

From:

Sent: Tuesday, July 30, 2013 8:11 AM
To: McCullough, Darla; Crowder, Rufus

Cc: Crowder.Lee; Altamirano, Rudy; Sowa, Debbie

Harding.Layne

Subject: RE: Contract Extensions - Bid #B122035, Cement Stabilized Crushed Concrete Base

Rufus & Darla

I recommend we re-bid this contract. It was my understanding a couple of months ago that Southern Crushed was getting out of the cement stabilizing business as they were not able to provide us with the 9% on several occasions recently. We had to utilize Cherry Crushed and have been since to provide the material county wide rather than the split bid originally approved.

Thanks,

Layne Harding

Road Administrator County of Galveston office: 281-534-4152 fax: 409-766-4552

layne.harding@co.galveston.tx.us

From: McCullough, Darla

Sent: Monday, July 29, 2013 4:53 PM **To:** Harding, Layne; Sowa, Debbie

Subject: FW: Contract Extensions - Bid #B122035, Cement Stabilized Crushed Concrete Base

I finally received the letter to extend (with price increase) from Scott Brady regarding Cement Stabilized Crushed Concrete Base.

Please let us know what your recommendation is.

Darla McCullough

Administrative Coordinator/P Card Administrator Galveston County Purchasing (409) 770-5373 (409) 621-7987 Fax Darla.McCullough@co.galveston.tx.us

Confidentiality Notice | This email, and any files transmitted with it, is intended for the individual to whom it is addressed and may contain information that is privileged, confidential, and protected by law. If you are not the intended recipient, you are hereby notified that any use or disclosure of this information is strictly prohibited. If you have received this message in error, please notify the sender immediately via email and delete the original message.

From: Scott Brady [mailto:SBrady@SCCTX.COM]

Sent: Monday, July 29, 2013 4:18 PM

To: McCullough, Darla

Subject: RE: Contract Extensions - Bid #B122035, Cement Stabilized Crushed Concrete Base

Darla, I finally had a chance to sit down and do this letter. I appreciate your patience. Scott.



July 11, 2013

Re: Bid #B122035 Cement Stabilized Crushed Concrete Contract # CM12255

Dear Mr. Crowder,

Due to current cost escalation in cement, fuel and transportation we will have to decline the extension offer at this time, but would like to propose a revised quote if this would be acceptable to you.

Regards,

John Conyer

General Manager

Mobil (832) 435-2533

Office (281) 692-1900

Cherry Crushed Concrete, Inc.

SOUTHERN CRUSHED CONCRETE, LLC

3/29/13

Galveston County Road and Bridge

Re: Bid # B122035 Cement Stabilized Crushed Concrete Base

Mr. Rufus Crowder,

Upon your request, I have put together a pricing list that we at Southern Crushed Concrete feel we need from Galveston County in order to continue deliveries of cement stabilized crushed concrete base. The list is as follows:

5% delivered to:

San Leon- \$27.45 per ton Santa Fe- \$28.60 Dickinson- \$28.60 Bacliff- \$27.45 Galveston- \$29.85 Port Bolivar- \$36.50 High Island- \$41.00

7% delivered to:

San Leon-\$29.00 per ton Santa Fe-\$30.50 Dickinson-\$30.00 Bacliff-\$29.00 Galveston-\$32.00 Port Bolivar-\$39.50 High Island-\$42.00

9% delivered to:

San Leon-\$31.00 per ton Santa Fe-\$31.85 Dickinson-\$31.85 Bacliff-\$31.00

Galveston-\$33.45
Port Bolivar-\$41.00



High Island- \$45.00

The requested increases above are due to increased cement costs in addition to higher freight rates incurred when delivering to Galveston Co.from our pug mill at Genoa Red Bluff and BW 8 in southern Harris Co.. Our Galveston location has no pug mill and is only producing regular crushed concrete. I appreciate the opportunity to pass these price increases on for your consideration.

Sincerery,

Scott Brady

Sales Manager

BID #B122035 OPEN: 09/06/2012 TIME: 10:00 AM

SPECIAL PROVISIONS CEMENT STABILIZED CRUSHED CONCRETE BASE GALVESTON COUNTY, TEXAS

SCOPE

The County of Galveston is seeking a vendor to supply Cement Stabilized Crushed Concrete Base to various sites within Galveston County.

Awards will be based on the total sum price. In the case of errors in extensions, the unit price will prevail.

No taxes are to be added as Galveston County is exempt by statute.

If bidder does not wish to bid at this time but wishes to remain on the bid list for this commodity, please submit a "NO BID" by the same time and at same location as stated for bidding.

TERM

The contract awarded under these specifications will be for a one (1) year period with a renewal for two (2) years in one (1) year increments, exercisable at the sole discretion of the County. Galveston County shall provide written notice of its intent to exercise its renewal option at least thirty (30) days prior to the anniversary date of the contract.

If during the life of the contract, the successful bidder's net prices to other customers for the supplies and materials awarded therein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Galveston County.

A price re-determination may be considered by Galveston County only at the anniversary date of the contract and shall be substantiated in writing (i.e. Manufacturer's direct cost, postage rates, Railroad Commission Rates, etc.). The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Galveston County reserves the right to accept or reject any all of the price re-determinations, as it deems to be in the best interest of the County.

DELIVERY

All delivery and freight charges (FOB Galveston County designated location) are to be included in the bid price.

POINTS OF DELIVERY

The Cement Stabilized Crushed Concrete Base is to be furnished and delivered to specific job sites as designated by the County. Delivery shall be made at the time the material is needed for road construction. When specified by the County, delivery shall be made at certain designated County job sites as indicated below:

- A. San Leon

 B. Santa Fe

 C. Dickinson
- E. Galveston

D. Bacliff

- F. Port Bolivar
- G. High Island

BID #B122035 OPEN: 09/06/2012 TIME: 10:00 AM

SPECIAL PROVISIONS CEMENT STABILIZED CRUSHED CONCRETE BASE GALVESTON COUNTY, TEXAS

COST

The unit price per ton submitted by the bidder shall include all cost to the County, including the material, delivery, current freight rate, state tax, or any other cost. The only additional cost to Galveston County that will be considered are increases in freight rates that are uncontrollable by the supplier during the period of the time of the fulfillment of the contract. If satisfactory evidence is given to the County Purchasing Agent from the freight company that freight rates did increase, the County will pay such increase. Likewise, should such freight rates decrease; credit shall be given to the County.

REJECTION AND ACCEPTANCE OF BIDS:

The Board of County Commissioners' reserves the right to reject any and all bids, and/or to accept the bid which is most advantageous to the County, in their opinion.

CEMENT STABILIZED CRUSHED CONCRETE BASE:

Cement Stabilized Base Target Mix Design
Project: Item 276 – Crushed Concrete Base Course (Plant Mixed)
5% Cement
74.5% - Crushed Concrete Course Aggregate
J10% - Fine Aggregate
10.5% - Water
100% Total Proposed Mix Design

Project: Item 276 – Crushed Concrete Base Course (Plant Mixed) 7% - Cement 72.5% - Crushed Concrete Course Aggregate 10% - Fine Aggregate 10.5% - Water 100% Total Proposed Mix Design

Project: Item 276 – Crushed Concrete Base Course (Plant Mixed) 9% - Cement 70.5% - Crushed concrete Course Aggregate J10% - Fine Aggregate 10.5% - Water 100% Total Proposed Mix Design

Galveston County reserves the right to random lab testing of Mix Design.

AGENDA ITEM #17.

CONTRACT AMENDMENT TO THE INTERGOVERNMENTAL COOPERATIVE REIMBURSEMENT AGREEMENT BETWEEN THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) AND GALVESTON COUNTY

AMENDMENT NUMBER 1

Pursuant to Article 1 (CONTRACT PERIOD) and Article 9 (AMENDMENTS) in the General Terms and Conditions of the Agreement, TCEQ and Galveston County (GRANTEE) agree to amend Contract Number 582-12-20283 to extend the Expiration Date of the Agreement from 08/31/2013 to 08/31/2015 and to add \$242,940.00 in funding for Fiscal Years 2014 and 2015, bringing the total Maximum TCEQ Obligation to \$492,099.00.

Fiscal Year	Contract Amount
Fy12	\$125,815.00
FY13	\$123,344.00
FY14	\$121,470.00
FY15	\$121,470.00
Total Maximum TCEQ Obligation	\$492,099.00

In accordance with Section 1.2 of the General Terms and Conditions (Renewal and Extension Period), the Contract Signature Page is amended to reflect an Expiration Date of August 31, 2015.

Grantee shall use its best efforts to expend funds carried over by this amendment before utilizing the new funding provided for continuation of the Program.

All other conditions and requirements of Contract Number 582-12-20283 remain unchanged and shall apply to all provisions specified herein.

TCEQ:	Grantee:
Texas Commission on Environmental Quality	Galveston County
	mad long
(Signature)	(Signature)
Steve Hagle, P.E. (Printed Name)	The Honorable Mark Henry (Printed Name)
Deputy Director (Title)	Galveston County Judge (Title)
Date:	Date: 08/1/13

AGENDA ITEM #18.

CONTRACT AMENDMENT TO THE INTERGOVERNMENTAL COOPERATIVE REIMBURSEMENT AGREEMENT BETWEEN THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) AND GALVESTON COUNTY

AMENDMENT NUMBER 6

Pursuant to Article 7 (AMENDMENTS) of the General Conditions of the Agreement, TCEQ and Galveston County (Grantee) agree to amend Contract Number 582-8-89961 to amend the Expiration Date of the Agreement and allow for advance payment of funds.

- 1. In accordance with Section 1.2 of the General Conditions (Renewal and Extension Period), the Contract Signature Page is amended to reflect an Expiration Date of August 31, 2014.
- 2. In accordance with the Agreement, FY11 funds may be expended through August 31, 2013. As this Agreement now terminates on August 31, 2014, the FY12 and FY13 funds added by previous amendment must be expended by August 31, 2014.
- 3. Section 1.3 of the General Conditions is amended to read as follows:
 - 1.3 Contract Renewals. There are no additional renewals available after the Expiration Date of this Agreement.
- 4. Article 6 of the General Conditions is amended to add Section 6.8, reading as follows:
 - 6.8 The TCEQ may provide the funds in advance of the Grantee's incurring anticipated costs of Local Initiative Projects.
 - 6.8.1. By paying advance payments the TCEQ does not waive any requirements for the reimbursement of costs. The TCEQ may at any time before or after any advance payment request additional evidence concerning costs. The TCEQ may audit the records of the Grantee and may also audit the Grantee's performance as to any Contract Activity and any other Contract requirement.
 - 6.8.2. Advance Payments are conditioned on the approval of the FSR. If the FSR does not demonstrate that the Grantee has complied with the Contract requirements, the TCEQ may withhold approval or reject the FSR.

Original Contract Amount for FY08	\$ 109,117.69
Amendment 1 (FY09)	\$ 108,494.61
Amendment 2 (FY10)	\$ 107,823.23
Amendment 2 (FY11)	\$ 107,823.23
Amendment 3 (FY11)	\$ 0.00
Amendment 4 (FY11)	\$ (32,634.52)
Amendment 5 (FY12)	\$ 14,081.00
Amendment 5 (FY13)	\$ 14,081.00
Amendment 6 (FY14)	\$ 0.00

Fiscal Year Total as Amended	
Fiscal Year 08	\$ 109,117.69
Fiscal Year 09	\$ 108,494.61
Fiscal Year 10	\$ 107,823.23
Fiscal Year 11	\$ 75,188.71
Fiscal Year 12	\$ 14,081.00
Fiscal Year 13	\$ 14,081.00
Total Maximum TCEQ Obligation	\$ 428,786.24

All other conditions and requirements of Contract Number 582-8-89961 remain unchanged and shall apply to all provisions specified herein.

TCEQ:	Grantee:
Texas Commission on Environmental Quality	Galveston County
	Markem
(Signature)	(Signature)
Donna Huff (Printed Name)	The Honorable Mark Henry (Printed Name)
Air Quality Planning Section Manager (Title)	Galveston County Judge (Title)
Date:	Date: 8 1 1 1 3

AGENDA ITEM #19.



COUNTY OF GALVESTON

FY 2013 INVESTMENT REPORT THIRD QUARTER APRIL 2013 THROUGH JUNE 2013

TABLE OF CONTENTS

A.	COMPLIANCE AND REPORTING REQUIREMENTS-	1
В.	FINANCIAL SUMMARY – INVESTMENTS AT-A-GLANCE-	1
C.	INDIVIDUAL INVESTMENT DETAIL 1. INVESTABLE FUNDS NOT YET REQUESTED TO BE INVESTED- 2. NON-INVESTABLE FUNDS (FUNDS FOR ACCOUNTS PAYABLE)-	2 2
D.	INTEREST EARNED 1. INTEREST SUMMARY FOR FUNDS	3

EXHIBITS

Exhibit A:	"FACT SHEET" AND PORTFOLIO SUMMARY
Exhibit B:	MONTHLY Proof for Accuracy: MM, LGIP and CASH
Exhibit C:	Portfolio Holdings by Security Type
Exhibit D:	Earnings and Yields Summary Report
Exhibit E:	Earnings and Yields Summary Report for the Fiscal Year
Exhibit F:	Collateral Report

FY 2013 INVESTMENT REPORT

April 1, 2013 THROUGH June 30, 2013

Disclosure; Notice of Significant Information:

There are currently no known areas of concern either with safety or diversity of investments held in Galveston County's Portfolio, or in regards to deposits held at any particular contracted institution. Furthermore, on October 1, 2011 Galveston County entered into a new Depository contract with Prosperity Bank to end September 30, 2015. The banking contract has several clauses including renegotiation options in 2013 which could result in higher yielding interest rates. Another benefit of the new contract details banking charges under the payment structure-interest vs. fee option which would result in saving the County significant amount of banking expenditures over the next four years.

A. COMPLIANCE AND REPORTING REQUIREMENTS

This report is made in accordance with the provisions of Government Code 2256 known as The Public Funds Investment Act, which requires the reporting of investments to Commissioners' Court at least quarterly.

This report is intended to present a fair, accurate, and detailed summary of investment activity. The investments held in Galveston County's portfolio comply with the Public Funds Investment Act, and the County's Investment Policy and Strategies. This report is prepared in compliance with generally accepted accounting principles.

B. FINANCIAL SUMMARY - INVESTMENTS AT-A-GLANCE

1.	Securities held June 30, 2013	\$ 0	see Exhibit C
2.	Additional Investable funds as of June 30 ^B	\$ 148,541,029	see Exhibit A
			(See note)
3. l	Interest Earnings (Cash): April 1 to June 30	\$ 316,992	see Exhibit B

^B Using the Investment Procedure's \$10million base. Generally outside investments are yielding less than approved Pool deposits at this time.

The County's Investment policy sets the Interest Yield Benchmark as the 6 month Treasury Bill. As of June 30, 2013 it yielded 0.10%. The actual interest yield on the entire portfolio (Cash and Securities) is currently .749%, including the \$10 million required liquidity.

¹Figure is based upon Market Value and interest compounding as of the date listed.

²Investment interest figures do not include the interest earned on Cash (Demand, Money Market, CBA and Pool) Accounts. Those are reported in item 10. CDs only recorded at maturity.

³Purchased and Sold securities do not include NOW, CBA, Pool or Money Market Accounts. It does include reinvested interest earnings on CDs.

⁴All investments are CDs which receive interest that is reinvested. No market value changes.

FY 2013 INVESTMENT REPORT

Galveston County currently owns 0 securities at this time due to low yielding interest rates on securities and CD's. There are no outstanding investment transactions at this time.

Cash flow analyses were done for bond project funds. The County's investment procedures suggest that \$10 million be kept as a liquidity base for current accounts payable with the remainder laddered out. As of June 30, 2013 there was approximately \$148,541,028.64 in additional funds that could be available for investment into securities. Of this, 99% of it mainly represented funds currently at depository bank yielding an average APY rate of .75%. These amounts represent general operating funds, and various bond and debt service funds. Since Hurricane Ike hit on September 12, 2008, retaining higher liquidity levels has been necessary in order to manage cash flows before being reimbursed by FEMA for recovery projects.

Galveston County's deposits at all Depository Banks are fully collateralized at, or over, 110% and there are no known problems with any collateral placed against these deposits. Galveston County monitors all collateral for both depository contract compliance and risk.

C. INDIVIDUAL INVESTMENT DETAIL

1. INVESTABLE FUNDS NOT YET REQUESTED TO BE INVESTED

(a) The total funds available to be invested that have not yet been requested to be invested in a security total \$0. This is due to the fact that there are no eligible securities whose yield is paying better than our main depositories.

2. NON INVESTABLE FUNDS (THESE ARE FUNDS FOR FUTURE ACCOUNTS PAYABLE)

(a) Currently, the County's investment procedures set aside \$10,000,000 in highly liquid accounts to meet nearby obligations of the County. As of June 30, 2013, there was \$157,541,028.64 in NOW Checking accounts, and Money Market Accounts. Funds held in previous months in Pool Accounts kept were closed due to low yielding rates. Currently yielding at .75% large portion of funds are held in the Main depository's Money Market accounts (before a netting of earnings credits and fees). The Depository yield dropped significantly beginning October 1, 2011 from 1.65% due to end of banking contract and negotiations of the new contract including limited bond funds that could be kept at our main depository. These funds are available on a daily basis to meet current needs. Given the impact of hurricane Ike and the need for cash flow liquidity until FEMA reimbursements are received, the plan is to let these funds remain liquid to cover short term obligations.

FY 2013 INVESTMENT REPORT

D. INTEREST EARNED

1. INTEREST SUMMARY FOR INVESTMENTS AND NON-INVESTABLE FUNDS

Income generated via the GASB 31 accounting method for both securities and cash accounts totaled \$316,992.73 for the THIRD Quarter of FY 2013.

Under GASB 31, securities earned \$0.00 due to change in market value and reversal of market value earnings on matured instruments, and received interest earnings of \$0, due to interest paid/maturities/sales. The NOW, Money Market and Pool accounts (All Cash accounts) earned \$316,992.73 THIRD Quarter of FY 2013. (Exhibit B)

Total Earnings (GASB 31 Method) for the Fiscal Year (Oct2012- Current) are \$869,351.46 with Securities at \$0. And Cash Accounts at \$869,351.46 (Exhibit E).

The County's FY 2013 total budgeted General Fund Interest Revenue is \$663,281.00, same budgeted amount as FY 2012. As of June 30, 2013, \$447,310.85 (see Schedule A) in interest has been credited/booked to the General Fund (Obj Code: 1101-4811010). *not all bank accounts interest earned are booked in I-Fas/7i.

Currently Galveston County has no CD investments at this time. The YTM of the entire portfolio is .749% with a WAM of 1.0 day as of June 30, 2013.

Other Interest bearing accounts controlled by other elected officials, such as those held by the County Tax Assessor-Collector, are also earning interest that will eventually be transferred to the new Main Depository. Those accounts do not fall within our scope of investment accounts or funds available for investment since the County Treasurer does not maintain those accounts, and are therefore not reported here.

Any questions regarding investments, or this report, should be directed to Kevin Walsh at (409) 770-5395.

Hon. Kevin C. Walsh, CPA

County Treasurer Investment Officer

Cc: Commissioner's Court

County Auditor

Galveston County Investment Committee

"Schedule A"

Galv Cnty Production Budget to Actual Figures

Run: 07/19/2013

Ledger: GL

Fiscal Year: 2013

6 June

Budget: OB

Key 1101000000 Title

General Fund

Object Description	Budget	Actual	Encumbrance	Balance
4811010 Interest Revenue	663,281.00	447,310.85	0.00	215,970.15
Total Revenue	663,281.00	447,310.85	0.00	215,970.15
Total Expense	0.00	0.00	0.00	0.00
Net Total (Revenue - Expense)	663,281.00	447,310.85	0.00	215,970.15

Director

Fact Sheet: Asset Detail (Total Portfolio: Cash and Securities)

As of June 30, 2013

Galveston County, Texas

Liquid Cash Assets

8 Percentage of Assets 158,541,029 58,541,029 Certificated Bond Accounts Pooled Cash Accounts Now/MM Accts (Bank) Sub-Totals Account

Commen	Management Working	Description of Assessed
ORCHINA	Maikei Value	Percentage of Assets
Agencies	s	%
\$ 00	•	%0
Treasures	•	8
Sub-Totals	·	8

Galveston County's Total Investable Assets: (including Required Liquidity);

YTM @ Cost

WAM:

Required Cash Liquidity.
Outstanding Transfer Drctvs:
Residual For Investment:

Current Liquid Cash Assets: Investible Cash:

\$ 158,541,029

(\$10,000,000)

\$148,541,029

0.749% 1.00 days

Target Investment Benchmark (6/30/12) 6 month US Treasury Bill Rate: 6 month Tbill 90 Day Moving Avg **Diversification of Security Assets**

CDs Treasuries \$ 5 φ

☐ Pooled Cash Accounts

■ Agencies

■CDs

100%

Certificated Bond Accounts

£

■Now/MM Accts (Bank)

100%

158,541,029

Total Assets

Distribution of Assets

■ Treasuries

-The required Cash Liquidity in Now Accounts and Money Market Accounts is intended to fulfill short term Cash obligations and therefore will receive rates lower than our target benchmark yield. These would not be considered "Fully invested Funds" and therefore should not be considered in the YTM comparison to the target benchmark.

-When kocking at the WAM of Galveston County's Assets, all assets should be considered since they make up the short term liquidity avaiable to the County which WAM is an important measure of.

"Exhibit B"

Galveston County Tracker

Date To Date

MONTHLY Proof for Accuracy: MM, LGIP, Cash Report Format: By CUSIP / Ticker

Group By: Portfolio Name Portfolio / Report Group: All Portfolios Begin Activity Date: 3/31/2013, End Activity Date: 6/30/2013, Carrying Value Date: 3/31/2013

Moodys National Bank Cash Prosperity Bank Mah 3120 Lmt Tx Cnty Bld Bd 09B Prosperity Bank MM 3120 Lmt Tx Cnty Bld Bd 09B Prosperity Bank MM 3120 Lmt Tx Cnty Bld Bd 09B Prosperity Bank MM 3206 2003 Certificate / Obg 3307 2003 Road Bonds Prosperity Bank MM 3307 2003 Road Bonds Prosperity Bank MM 3308 2001 Road Bonds Prosperity Bank MM Brosperity Bank MM Brosp	2,	33,527.47 385.09 78,510.58			この のが他のであるのとなるのでは、一般のないのである。
Prosperity Bank Cash 02PRS081 Prosperity Bank Cash 02PRS081 Prosperity Bank Cash 02PRS321 Prosperity Bank Cash 02PRS401 Prosperity Bank Cash 02PRS531 Prosperity Bank Cash 02PRS331 PROSPERITY Cash 02PRS981 PROSPERITY Cash 03DRS9811 Sub Total/Average 3206 2003 Certificate / Obg 3307 2003 Road Bonds 0308 2001 Road Bonds 0703 Road Road 0703 Road	2,0 2,0 135,7 6 6 8	33,527.47 385.09 78,510.58			一日 一日 一日 日本
Prosperity Bank Cash Prosperity Bank MM	1911 1015 1918 1911 1	385.09 78,510.58	30,285.65	37.21	60,635.42
Prosperity Bank Cash 02PRS321 Prosperity Bank Cash 02PRS321 Prosperity Bank Cash 02PRS431 Prosperity Bank Cash 02PRS431 Prosperity Bank Cash 02PRS591 Prosperity Bank Cash 02PRS941 Prosperity Bank Cash 02PRS941 Prosperity Bank Cash 02PRS941 Prosperity Bank Cash 02PRS941 PROSPERITY Bank MM 3120PRS9111 Sub Total/Average 3206 2003 Certificate / Obg 3307 2003 Road Bonds Prosperity Bank MM 330PRS911 Sub Total/Average 3307 2003 Road Bonds Prosperity Bank MM 3308 2001 Road Bonds Prosperity Bank MM 3308 2001 Road Bonds	1 1 1011/10188141 1 1	78,510.58	150	385.09	206,096.16
Prosperity Bank Cash 02PRS401 Prosperity Bank Cash 02PRS401 Prosperity Bank Cash 02PRS431 Prosperity Bank Cash 02PRS511 Prosperity Bank Cash 02PRS511 Prosperity Bank Cash 02PRS861 Prosperity Bank Cash 02PRS861 Prosperity Bank Cash 02PRS861 PROSPERITY Cash 02PRS81 PROSPERITY Cash 02PRS811 Sub Total/Average 3120 Lmt Tx Cnty Bld Bd 09B 3206 2003 Certificate / Obg 3307 2003 Road Bonds Prosperity Bank MM 3307 2003 Road Bonds Prosperity Bank MM 3308 2001 Road Bonds Prosperity Bank MM 3308 2001 Road Bonds Prosperity Bank MM 3308 2001 Road Bonds	1 101/1018141 1 1		77,722.00	68.58	37,451.22
Prosperity Bank Cash 02PRS431 Prosperity Bank Cash 02PRS511 Prosperity Bank Cash 02PRS511 Prosperity Bank Cash 02PRS511 Prosperity Bank Cash 02PRS61 Prosperity Bank Cash 02PRS61 Prosperity Bank Cash 02PRS941 PROSPERITY Cash 02PRS941 PROSPERITY Cash 02PRS751 PROSPERITY Cash 02PRS911 PROSPERITY Cash 02PRS911 Sub Total/Average 3120 Lmt Tx Cnty Bld Bd 09B 3120 Lmt Tx Cnty Bld Bd 09B 3206 2003 Certificate / Obg 3206 2003 Certificate / Obg 3307 2003 Road Bonds 3307 2003 Road Bonds 3308 2001 Road Bonds 3308 2001 Road Bonds 3308 2001 Road Bonds 3308 2001 Road Bonds	101/1010141 1 1	15,330.86	0	41.82	29,146.91
Prosperity Bank Cash 02PRS431 Prosperity Bank Cash 02PRS511 Prosperity Bank Cash 02PRS511 Prosperity Bank Cash 02PRS781 Prosperity Bank Cash 02PRS941 PROSPERITY Cash 02PRS941 Sub Total/Average 3120 Lmt Tx Cnty Bld Bd 09B 3120PRS111 Sub Total/Average 3206 2003 Certificate / Obg 3206PRS651 Sub Total/Average 3307 2003 Road Bonds 3307PRS811 Prosperity Bank MM 3308PRS731 Prosperity Bank MM 3308PRS731 Sub Total/Average 3307 2003 Road Bonds 3308PRS731	101/10/10/14/1	32,214.00	85.93	72.79	59,493.73
Prosperity Bank Cash 02PRS511 Prosperity Bank Cash 02PRS591 Prosperity Bank Cash 02PRS781 Prosperity Bank Cash 02PRS941 PROSPERITY Cash 02PRS941 PROSPERITY Cash 02PRS941 PROSPERITY Cash 02PRS931 PROSPERITY Cash 02PRS9831 PROSPERITY Cash 02PRS9RIT PROSPERITY Cash 02PRS9831 PROSPERITY Cash 02PRS9831 PROSPERITY Cash 02PRS9831 PROSPERITY Cash 02PRS9811 Sub Total/Average 0002 General Fund 3120PRS111 Sub Total/Average 3120 Lmt Tx Cnty Bld Bd 09B 3206PRS651 Sub Total/Average 3206 2003 Certificate / Obg 3307PRS811 Sub Total/Average 3307 2003 Road Bonds 3307 2003 Road Bonds Prosperity Bank MM 3308PRS731 Prosperity Bank MM 3308PRS731 Sub Total/Average 3307 2003 Road Bonds 3308PRS731	17 100 100 142 1 1	46,199,126.85	48,133,973.87	2,559.69	112,462.52
Prosperity Bank Cash 02PRS591 Prosperity Bank Cash 02PRS781 Prosperity Bank Cash 02PRS861 Prosperity Bank Cash 02PRS941 PROSPERITY Cash 02PRS751 PROSPERITY Cash 02PRS751 PROSPERITY Cash 02PRS0RG Texas First Bank Cash 02PRS0RG Texas First Bank Cash 02JP600 Texas First Bank Cash 02JP600 Prosperity Bank MM 3120PRS111 Sub Total/Average 3120 Lmt Tx Cnty Bld Bd 09B 3206 2003 Certificate / Obg Prosperity Bank MM 3206PRS651 Sub Total/Average 3206 2003 Certificate / Obg Prosperity Bank MM 3307PRS811 Sub Total/Average 3307 2003 Road Bonds 3308PRS731 Prosperity Bank MM 3308PRS731 Sub Total/Average 3308 2001 Road Bonds 3308PRS731	636,852.34 884,764.46 436,854.65 36,221.60	8,100,642.45	26,900,000.00	235,159.27	116,928,859.82
Prosperity Bank Cash 02PRS781 Prosperity Bank Cash 02PRS861 Prosperity Bank Cash 02PRS941 PROSPERITY Cash 02PRS751 PROSPERITY Cash 02PRS731 PROSPERITY Cash 02PRS931 PROSPERITY Cash 02PRS0RG Texas First Bank Cash 02JP600 Texas First Bank Cash 02JP600 Sub Total/Average 0002 General Fund 3120 Lmt Tx Cnty Bld Bd 09B Prosperity Bank MM 3120 Lmt Tx Cnty Bld Bd 09B Prosperity Bank MM 3206 PRS511 Sub Total/Average 3206 2003 Certificate / Obg 3307 PRS811 Prosperity Bank MM 3307 PRS811 Sub Total/Average 3307 2003 Road Bonds 3307 PRS811 Prosperity Bank MM 3308 PRS731 Prosperity Bank MM 3308 PRS731 Prosperity Bank MM 3308 2001 Road Bonds	884,764.46 436,854.65 36,221.60 16,228.45	93,589.90	586,704.97	639.37	143,737.27
Prosperity Bank Cash 02PRS861 Prosperity Bank Cash 02PRS941 PROSPERITY Cash 02PRS751 PROSPERITY Cash 02PRS931 PROSPERITY Cash 02PRS0RG Texas First Bank Cash 02JP600 Texas First Bank Cash 02JP600 Sub Total/Average 0002 General Fund 3120 PRS111 Sub Total/Average 3120 Lmt Tx Cnty Bld Bd 09B 3120 pRS111 Sub Total/Average 3120 Lmt Tx Cnty Bld Bd 09B 3206 2003 Certificate / Obg Prosperity Bank MM 3206 PRS51 Prosperity Bank MM 3206 PRS51 Sub Total/Average 3206 2003 Certificate / Obg 3307 PRS811 Sub Total/Average 3307 2003 Road Bonds 3307 PRS811 Prosperity Bank MM 3308 PRS731 Prosperity Bank MM 3308 PRS731 Sub Total/Average 3308 2001 Road Bonds 3308 PRS731	436,854.65 36,221.60 16,228.45	17,929,196.15	17,715,603.99	2,619.63	1,
Prosperity Bank Cash 02PRS941 PROSPERITY Cash 02PRS751 PROSPERITY Cash 02PRS831 PROSPERITY Cash 02PRSDRG Texas First Bank Cash 02JP600 Texas First Bank Cash 02JP600 Sub Total/Average 0002 General Fund 02TFB2PARKS Sub Total/Average 3120 Lmt Tx Cnty Bld Bd 09B 3120PRS111 Sub Total/Average 3120 Lmt Tx Cnty Bld Bd 09B 3206 2003 Certificate / Obg Prosperity Bank MM 3206PRS651 Sub Total/Average 3206 2003 Certificate / Obg 3307PRS811 Sub Total/Average 3307 2003 Road Bonds 3308PRS731 Prosperity Bank MM 3308PRS731 Prosperity Bank MM 3308PRS731	36,221.60 16,228.45	25,670,929.47	23,899,315.09	2,835.09	2,208,469.03
PROSPERITY Cash 02PRS751 PROSPERITY Cash 02PRS831 PROSPERITY Cash 02PRSDRG Texas First Bank Cash 02JP600 Texas First Bank Cash 02JFB2PARKS Sub Total/Average 0002 General Fund 3120 Lmt Tx Cnty Bld Bd 09B Prosperity Bank MM 3120PRS111 Sub Total/Average 3120 Lmt Tx Cnty Bld Bd 09B 3206 2003 Certificate / Obg 3206PRS651 Sub Total/Average 3206 2003 Certificate / Obg 3307 2003 Road Bonds 3307PRS811 Prosperity Bank MM 3307PRS811 Sub Total/Average 3307 2003 Road Bonds 3308PRS731 Prosperity Bank MM 3308PRS731 Prosperity Bank MM 3308PRS731	16,228.45	77,773.96	84,457.60	59.96	29,537.96
PROSPERITY Cash 02PRS831 PROSPERITY Cash 02PRSDRG Texas First Bank Cash 02JP600 Texas First Bank Cash 02JFB2PARKS Sub Total/Average 0002 General Fund 3120PRS111 Prosperity Bank MM 3120PRS111 Sub Total/Average 3120 Lmt Tx Cnty Bld Bd 09B 3206 2003 Certificate / Obg Prosperity Bank MM 3206PRS651 Sub Total/Average 3206 2003 Certificate / Obg 3307 2003 Road Bonds 3307PRS811 Prosperity Bank MM 3307PRS811 Sub Total/Average 3307 2003 Road Bonds 3308PRS731 Prosperity Bank MM 3308PRS731 Prosperity Bank MM 3308PRS731		30.36	0	30.36	16,258.81
PROSPERITY Cash 02PRSDRG Texas First Bank Cash 02JP600 Texas First Bank Cash 02TFB2PARKS Sub Total/Average 0002 General Fund 3120 PRS111 Prosperity Bank MM 3120PRS111 Sub Total/Average 3120 Lmt Tx Cnty Bld Bd 09B 3206 PRS511 Prosperity Bank MM 3206PRS651 Prosperity Bank MM 3206PRS651 Sub Total/Average 3206 2003 Certificate / Obg 3307 PRS811 Prosperity Bank MM 3307 PRS811 Sub Total/Average 3307 2003 Road Bonds 3308 2001 Road Bonds Prosperity Bank MM 3308PRS731 Prosperity Bank MM 3308PRS731	1,040,768.27	565,526.14	1,313,217.36	616.6	293,077.05
Texas First Bank Cash 021P600 Texas First Bank Cash 02TFB2PARKS Sub Total/Average 0002 General Fund 3120 Lmt Tx Cnty Bld Bd 09B Prosperity Bank MM 3120PRS111 Sub Total/Average 3120 Lmt Tx Cnty Bld Bd 09B 3206 2003 Certificate / Obg Prosperity Bank MM 3206PRS651 Sub Total/Average 3206 2003 Certificate / Obg 3307 2003 Road Bonds Prosperity Bank MM 3307PRS811 Sub Total/Average 3307 2003 Road Bonds 3308 2001 Road Bonds Prosperity Bank MM 3308 2001 Road Bonds Prosperity Bank MM 3308PRS731 Sub Total/Average 3308 2001 Road Bonds	23,607.06	44.17	0	44.17	23,651.23
Texas First Bank Cash O2TFB2PARKS Sub Total/Average 0002 General Fund 3120 Lmt Prosperity Bank MM 3120PRS111 Sub Total/Average 3120 Lmt Tx Cnty Bld Bd 09B 3206 2003 Certificate / Obg Prosperity Bank MM 3206PRS651 Sub Total/Average 3206 2003 Certificate / Obg 3307 2003 Prosperity Bank MM 3307PRS811 Prosperity Bank MM 3307PRS811 Prosperity Bank MM 3307PRS811 Sub Total/Average 3307 2003 Road Bonds 3308PRS731 Prosperity Bank MM 3308PRS731 Sub Total/Average 3308 2001 Road Bonds 3308 Donds	509,254.58	699,879.43	770,443.91	0	438,690.10
Sub Total/Average 0002 General Fund 3120 Lmt Tx Cnty Bld Bd 09B 3120PRS111 Prosperity Bank MM 3206 PRS511 Sub Total/Average 3120 Lmt Tx Cnty Bld Bd 09B 3206 2003 Certificate / Obg Prosperity Bank MM 3206PRS551 Sub Total/Average 3206 2003 Certificate / Obg 3307 2003 Road Bonds Prosperity Bank MM 3307PRS811 Sub Total/Average 3307 2003 Road Bonds 3308 2001 Road Bonds Prosperity Bank MM 3308PRS731 Sub Total/Average 3308 2001 Road Bonds 3308PRS731	KS 74,730.00	181,273.50	32	0	
3120 Lmt Tx Cnty Bld Bd 09B 3120PR5111 Prosperity Bank MM 3120PR5111 Sub Total/Average 3120 Lmt Tx Cnty Bld Bd 09B 3206 2003 Certificate / Obg Prosperity Bank MM 3206PR5651 Sub Total/Average 3206 2003 Certificate / Obg 3307 2003 Road Bonds Prosperity Bank MM 3307PR5811 Sub Total/Average 3307 2003 Road Bonds 3308 2001 Road Bonds Prosperity Bank MM 3308PR5731 Sub Total/Average 3308 2001 Road Bonds 3308PR5731	141,775,907.34	86.086,779,980.38	119,511,992.37	245,169.63	121,
Prosperity Bank MM 3120PR5111 Sub Total/Average 3120 Lmt Tx Cnty Bld Bd 09B 3206 2003 Certificate / Obg Prosperity Bank MM 3206PR5651 Sub Total/Average 3206 2003 Certificate / Obg 3307 2003 Road Bonds 3307PR5811 Sub Total/Average 3307 2003 Road Bonds 3308PR5731 Prosperity Bank MM 3308PR5731 Prosperity Bank MM 3308PR5731		は 日本の 日本の 大きな		新	
Sub Total/Average 3120 Lmt Tx Cnty Bld Bd 09B 3206 2003 Certificate / Obg 3206 PRS651 Prosperity Bank MM 3206 PRS651 Sub Total/Average 3206 2003 Certificate / Obg 3307 2003 Prosperity Bank MM 3307 PRS811 Sub Total/Average 3307 2003 Road Bonds 3308 2001 Road Bonds Prosperity Bank MM 3308 PRS731 Sub Total/Average 3308 2001 Road Bonds 3408 2001 Road Bonds	1 4,863,017.87	8,802.31	246,648.74	8,802.31	4,625,171.44
3206 2003 Certificate / Obg Prosperity Bank MM Sub Total/Average 3206 2003 Certificate / Obg 3307 2003 Road Bonds Prosperity Bank MM Sub Total/Average 3307 2003 Road Bonds Prosperity Bank MM Prosperity Bank MM Sub Total/Average 3307 2003 Road Bonds Prosperity Bank MM Sub Total/Average 3308 2001 Road Bonds	4,863,017.87	8,802.31	246,648.74	8,802.31	
Prosperity Bank MM 3206PRS651 Sub Total/Average 3206 2003 Certificate / Obg 3307 2003 Road Bonds 3307PRS811 Sub Total/Average 3307 2003 Road Bonds 3308PRS731 Prosperity Bank MM 3308PRS731 Prosperity Bank MM 3308PRS731 Sub Total/Average 3308 2001 Road Bonds					
Sub Total/Average 3206 2003 Certificate / Obg 3307 2003 Road Bonds 3307PRS811 Sub Total/Average 3307 2003 Road Bonds 3308PRS731 Prosperity Bank MM 3308PRS731 Sub Total/Average 3308 2001 Road Bonds 3308PRS731	1 0.88	0	0	0	0.88
3307 2003 Road Bonds 3307PRS811 Prosperity Bank MM 3307PRS811 Sub Total/Average 3307 2003 Road Bonds 3308PRS731 Prosperity Bank MM 3308PRS731 Sub Total/Average 3308 2001 Road Bonds	0.88	0	0	O THE REAL PROPERTY.	新聞の また 大学 (1988年 1988年
Prosperity Bank MM 3307PRS811 Sub Total/Average 3307 2003 Road Bonds 3308 2001 Road Bonds Prosperity Bank MM 3308PRS731 Sub Total/Average 3308 2001 Road Bonds			· · · · · · · · · · · · · · · · · · ·		
Sub Total/Average 3307 2003 Road Bonds 3308 2001 Road Bonds 3308PRS731 Prosperity Bank MM 3308PRS731 Sub Total/Average 3308 2001 Road Bonds	1 4,943,323.83	9,248.84	1,898.00	9,248.84	4,950,674.67
3308 2001 Road Bonds Prosperity Bank MM 3308PRS731 Sub Total/Average 3308 2001 Road Bonds	4,943,323.83	9,248.84	1,898.00	9,248.84	4.950,674.67
Prosperity Bank MM Sub Total/Average 3308 2001 Road Bonds				The state of the s	の地方を受けるののないので
Sub Total/Average 3308 2001 Road Bonds	1 133,311.49	249.43	0	249.43	133.560.92
	133,311.49	249.43	0	249.43	
3310 2007 Limited Tax Bonds		THE REAL PROPERTY OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN THE PERSON NAMED IN THE PERSON NAMED IN THE PERSON NAMED IN			
Prosperity Bank MM 3310PRS571	1 4,524,814.50	7,546.22	662,781.80	7,546.22	3,869,578.92
Sub Total/Average 3310 2007 Limited Tax Bonds	4,524,814.50	7,546.22	662,781.80	7,546.22	3,869,578.92
3312 Unim Tx Rd Bd 09A		· · · · · · · · · · · · · · · · · · ·			
Prosperity Bank MM 3312PRS031	1 11,464,622.81	18,674.61	3,082,291.09	18,674.61	8,401,006.33
Sub Total/Average 3312 Unim Tx Rd Bd 09A	11,464,622.81	18,674.61	3,082,291.09	18,674.61	

"Exhibit B"

						"Exhibit B"
Description	CUSIP/Ticker	Beginning Face Amount/Shares	Buy Principal	Sell Principal	Interest/Dividends	Ending Face Amount/Shares
3370 Lmt Tx Fld Cntl Bd 09C						一年の一年の一年を日の日のでは、一年の一日の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本
Prosperity Bank MM	3370PRS381	10,303,375.25	19,277.87	0	19,277.87	10,322,653.12
Sub Total/Average 3370 Lmt Tx Fld Cntl 8d 09C	Fld Cntl Bd 09C	10,303,375.25	19,277.87	0	19,277.87	10,322,653.12
3373 COB Series 2008						
Prosperity Bank MM	3373PRS461	338,992.97	634.27	0	634.27	339,627.24
Sub Total/Average 3373 COB Series 2008	ies 2008	338,992.97	634.27	0	634.27	339,627.24
4022 Ltd Tax Rfnd bd						
Prosperity Bank MM	4022PRS221	11,984.35	22.43	0	22.43	12,006.78
Sub Total/Average 4022 Ltd Tax Rfnd bd	Rfnd bd	11,984.35	22.43	0	22.43	12,006.78
4023 Unitd Tax Rfd Bd						
Prosperity Bank MM	4023PRS301	12,772.90	23.89	0	23.89	12,796.79
Sub Total/Average 4023 Unitd Tax Rfd Bd	ax Rfd Bd	12,772.90	23.89	0	23.89	12,796.79
4024 Ltd Tax Rfd Bd						
Prosperity Bank MM	4024PRS491	9,278.54	17.36	0	17.36	9,295.90
Sub Total/Average 4024 Ltd Tax Rfd Bd	Rfd Bd	9,278.54	17.36	0	17.36	9,295.90
4371 09 Debt Service						
PROSPERITY MM	4371PRS541	3,915,434.43	7,325.87	0	7,325.87	3,922,760.30
Sub Total/Average 4371 09 Debt Service	: Service	3,915,434.43	7,325.87	0	7,325.87	3,922,760.30
					8 (A)	
Total / Average	のできた。 のでは、 ので	182,296,837.16	99,749,803.48	123,505,612.00	316,992.73	158,541,028.64

Tracker

Galveston County

Portfolio Holdings

Portfolio Holdings / by Security Type - Totals Report Format: By Totals

Group By: Security Type

Average By: Face Amount / Shares

Portfolio / Report Group: All Portfolios As of 6/30/2013

Description	Coupon Rate	YTM @ Cost	Face Amount/Shares	Book Value	Market Value	Market Value Days To Maturity	% of Portfolio
Cash	0.749	0.749	121,941,895.35	121,941,895.35	121,941,895.35	I was a second	76.92
Money Market	52.0	0.75	36,599,133.29	36,599,133.29	36,599,133.29		23.08
Total / Average	0.749		0.749 158,541,028.64	158,541,028.64 158,541,028.64	158,541,028.64	1	100

"EXHIBIT C" (Con't)

Galveston County
Portfolio Holdings
Portfolio Holdings / by Security Type
Report Format: By CUSIP / Ticker
Group By: Security Type
Average By: Face Amount / Shares
Portfolio / Report Group: All Portfolios
As of 6/30/2013

Description	CUSIP/Ticker	Face Amount/Shares	Market Value	Book Value	YTIM @	Coupon	Maturity	Days To Maturity	% of Partfolio
Cash									
Moodys National Bank (02MOODY238	02MOODY238	60,635.42	60,635.42	60,635.42	0.35	0.35	N/A	1	0.04
Prosperity Bank Cash	02PRS321	29,146.91	29,146.91	29,146.91	0.75	0.75	N/A	1	0.02
Prosperity Bank Cash	02PRS781	1,098,356.62	1,098,356.62	1,098,356.62	0.75	0.75	A/A	1	0.69
Prosperity Bank Cash	02PRS591	143,737.27	143,737.27	143,737.27	0.75	0.75	N/A	1	0.09
Prosperity Bank Cash	02PRS941	29,537.96	29,537.96	29,537.96	0.75	0.75	A/A	1	0.02
Prosperity Bank Cash	02PRS431	112,462.52	112,462.52	112,462.52	0.75	0.75	A/A	1	0.07
Prosperity Bank Cash	02PRS511	116,928,859.82	116,928,859.82	116,928,859.82	0.75	0.75	A/A	1	73.75
Prosperity Bank Cash	02PRS401	59,493.73	59,493.73	59,493.73	0.75	0.75	N/A	1	0.04
Prosperity Bank Cash	02PR5861	2,208,469.03	2,208,469.03	2,208,469.03	0.75	0.75	N/A	1	1.39
Prosperity Bank Cash	02PRS161	37,451.22	37,451.22	37,451.22	0.75	0.75	N/A	1	0.02
Prosperity Bank Cash	02PRS081	206,096.16	206,096.16	206,096.16	0.75	0.75	A/A	1	0.13
PROSPERITY Cash	O2PRSDRG	23,651.23	23,651.23	23,651.23	0.75	0.75	N/A	1	0.01
PROSPERITY Cash	02PRS751	16,258.81	16,258.81	16,258.81	0.75	0.75	N/A	1	0.01
PROSPERITY Cash	02PRS831	293,077.05	293,077.05	293,077.05	0.75	0.75	N/A	1	0.18
Texas First Bank Cash	02JP600	438,690.10	438,690.10	438,690.10	19.0	0.61	N/A	1	0.28
Texas First Bank Cash	OZTFB2PARKS	255,971.50	255,971.50	255,971.50	19.0	0.61	N/A	1	0.16
Sub Total / Average		121,941,895.35	121,941,895.35	121,941,895.35	0.749	0.749			76.92
Money Market	THE REAL PROPERTY.				TO CARONIE				
Prosperity Bank MM	3206PRS651	0.88	0.88	0.88	0.75	0.75	N/A	1	0
Prosperity Bank MM	4023PRS301	12,796.79	12,796.79	12,796.79	0.75	0.75	A/A	1	0.01
Prosperity Bank MM	3373PRS461	339,627.24	339,627.24	339,627.24	0.75	0.75	A/A	1	0.21
Prosperity Bank MM	3120PRS111	4,625,171.44	4,625,171.44	4,625,171.44	0.75	0.75	N/A	1	2.92
Prosperity Bank MM	3307PR5811	4,950,674.67	4,950,674.67	4,950,674.67	0.75	0.75	N/A	1	3.12
Prosperity Bank MM	3308PRS731	133,560.92	133,560.92	133,560.92	0.75	0.75	N/A	1	0.08
Prosperity Bank MM	4022PRS221	12,006.78	12,006.78	12,006.78	0.75	0.75	N/A	1	0.01
Prosperity Bank MM	3370PR5381	10,322,653.12	10,322,653.12	10,322,653.12	0.75	0.75	A/A	1	6.51
Prosperity Bank MM	3312PRS031	8,401,006.33	8,401,006.33	8,401,006.33	0.75	0.75	A/A	1	5.3
Prosperity Bank MM	3310PRS571	3,869,578.92	3,869,578.92	3,869,578.92	0.75	0.75	A/A	1	2.44
Prosperity Bank MM	4024PRS491	9,295.90	9,295.90	9,295.90	0.75	0.75	N/A	1	0.01
PROSPERITY MM	4371PRS541	3,922,760.30	3,922,760.30	3,922,760.30	0.75	0.75	N/A	1	2.47
Sub Total / Average		36,599,133.29	36,599,133.29	36,599,133.29	0.75	0.75	THE STREET	通過開始	23.08
Total / Average		158 541 028 64	158.541.028.64	158 541 028 64	0.749	0 749	100	· · · · · · · · · · · · · · · · · · ·	100

Tracker

Galveston County

Date To Date

TEXAS Earnings and Yields Summary Report

Report Format: By Totals

Group By: Security Type

Portfolio / Report Group: All Portfolios

Begin Activity Date: 3/31/2013, End Activity Date: 6/30/2013, Carrying Value Date: 3/31/2013

Ending YTM @ Cost	0.749	0.75	0.749
Interest/Dividends	245,169.63	71,823.10	316,992.73
Description	Cash	Money Market	Total / Average

Tracker

Galveston County

Date To Date
TEXAS Earnings and Yields Summary Report for the Year
Report Format: By Totals
Group By: Security Type
Portfolio / Report Group: All Portfolios
Begin Activity Date: 9/30/2012, End Activity Date: 6/30/2013, Carrying Value Date: 9/30/2012

Description	Interest/Dividends	Ending YTM @ Cost
Cash	628,680.14	0.749
Money Market	240,671.32	0.75
Total / Average	869,351.46	0.749

As ofJUNE 30, 2013 Galveston County, Texas

Total Collateral-Lwr Actual d or FMV or Book Collateral osit 6/30/2013 Percentage	486,824 3,015,164.75 619%	4 000 640
Minimum Total* Contracted Funds Collatral Invested or Percentage on Deposit	اد 110% \$	110% \$
Safekeeping Agent	Federal Reserve Bank, or Chase Bank	Federal Reserve Bank, or
Allowabie Collateral	US Treasury Obligations, US Agencies, GNMAs	US Treasury Obligations,
Description of Allowable Investment Options	Demand Deposits & Time	Time Deposits
Location of investment	Moody National Bank	Texas First Bank Time [

*The first \$250,000.00 of all bank deposits are insured by FDIC. Moody National has coverage for \$250,000.00. Each TFB Branch has \$250K FDIC coverage. Texas First Bank Galveston has merged into Texas First Bank Texas City. Amegy Bank has FDIC coverage for \$250,000.

GALVESTON COUNTY REPORTS FOR JUNE 2013 TABLE OF CONTENTS

1.	LIST OF ACCOUNTS AND END-OF-MONTH BALANCES
2.	TIME DEPOSITS- MOODY NATIONAL BANK - NONE
3.	PLEDGE RECEIPT REPORT - TIB
4.	PLEDGE SECURITIES LISTING - THE BAKER GROUP
5.	STATEMENT OF HOLDINGS ACCT. K2DI GALVESTON CNTY- NONE

ACCT 1031 A GALVESTON CNTY - NONE

Moody National Bank Galveston County June 2013

Account Description	Туре	MNB#	Amount
KEVIN WALSH			
GALVESTON COUNTY TREASURER			00.005.40
Galveston Cnty - J P Account	N	3010003238	60,635.42
Boon-Chapman Health	N	3010008898	70,579.04
HEALTH DISTRICT			0.400.40
Galveston County Health Dist. General Fund	Ν	035-823-4	2,109.49
Galveston County Coord. Community Clinic	N	035-821-8	3,981.73
Galveston County EMS Area Ambulance	Ν	039-395-9	2,933.24
Galveston County Health Dist. Payroll	D	039-393-4	0.00
Galveston County Coord. Community Clinic	D	039-392-6	0.00
Galveston County Health Payroll Account	D	039-394-2	0.00
GEAN LEONARD, SHERIFF			
Galveston Cnty Sheriff-Inmate Property	D	3120001122	44,897.55
COUNTY AUDITOR			
Galveston County Clear Creek Flood	M	040-444-2	2,383.79
Sabine Galv Shoreline Erosion	M	5010000536	33,474.78
Cnty Special Escrow Agreement	М	5010000874	7,073.89
GALVESTON COUNTY J. P. & CONSTABLE			
Penny L. Pope, J. P. Pct. 2	D	035-924-0	2,792.25
Justice Court - Precinct 1	D	3010003352	21,376.60
ADULT PROBATION DEPARTMENT Galveston County Adult Probation Dept.	N	035-856-4	230,257.32
COUNTY CLERK Dwight Sullivan Cnty Clerk Registry	D	3010012213	4,329.00
N=Now Account M=Money Market Account D=Demand Deposit			\$ 486,824.10

Pledges By Pledgee And Maturity



Pledged To: GALVESTON COUNTY

Moody National Bank - Galveston, TX

Page 7 of 23

As Of 6/30/2013	2013			Moody Na	ational	Moody National Bank - Galveston, TX	×			Page 7 of 23
Receipt#	disilo	ASC 32	ASC 320 Description	Pool/Type	Moodv	Original Face		Piedged	70	
Safekeeping Location	Location		Maturity Prerefund		S&P	Pledged Percent	Original Face	Par	Book Value	Market Value
TIB: TIB	606020QF5	HTM	MISSOURI CITY TX 06/15/23	3.90	AA-	350,000.00 100.00%	350,000.00	350,000.00	351,994.11	361,522.00
TIB: TIB	798025HD7	AFS	SAN JACINTO TEX CMNTY (02/15/24	4.50	Aa2	500,000.00 100.00%	500,000.00	500,000.00	516,649.78	547,520.00
TIB: TIB	740614BN1	AFS	PREMONT ISD 08/15/24	4.20	Aaa N/A	435,000.00 100.00%	435,000.00	435,000.00	442,142.75	453,713.70
TIB: TIB	785615FND	AFS	SABINE PASS TX ISD PSFG 08/15/24	4.25	A A	580,000.00 100.00%	580,000.00	580,000.00	602,055.66	609,411.80
TIB: TIB	340423FY3	AFS	FLORESVILLE TX ISD 02/01/26	4.00	A A A	500,000.00 100.00%	500,000.00	500,000.00	504,708.79	518,735.00
TIB: TIB	969887XX1	AFS	WILLIAMSON CNTY TX 02/15/28	5.00	A A A	475,000.00 100.00%	475,000.00	475,000.00	515,452.38	524,262.25
9	Securities Ple	dged To	6 Securities Pledged To: CNTY - GALVESTON COUNTY	<u>\</u>			2,840,000.00	2,840,000.00	2,933,003.47	3,015,164.75

eping Ac	
Safeke Rate	
VESTON COUNTY ty Description 1 ty Description 2	
0, 0,	
PLEDGED TO: C Cusip Loc Ticket	
	: GCY *GALVESTON COUNTY Security Description Security Description

InTrader (cstdypldg) 07/01/13

			2,840,000.00	2,840,000.00 Current Face:	SE ID: GCY 6 Orlg Face:	TOTAL FOR PLEDGE ID: GCY Pledged: 6	
0	12/17/2010	AAA NR	475,000.00 475,000.00	TIB THE INDEPENDENT BANKERSBANK 5.0000000 02/15/2028 200	WILLIAMSON CNTY TX CALL GO	969887XX1 202 161025286	
0	03/04/2010	AA Aa2	500,000.60	TIB THE INDEPENDENT BANKERSBANK 4.5000000 02/15/2024 200	SAN JACINTO TX CMNTY COLLG	798025HD7 202 161011026	
-	01/05/2011	AAA NR	580,000.00 580,000.00	TIB THE INDEPENDENT BANKERSBANK 4.2500000 08/15/2024 200	SABINE PASS TX ISD BQ CALL GO	785615FN0 202 161019828	
0	03/04/2010	Aaa	435,000.00 435,000.00	TIB THE INDEPENDENT BANKERSBANK 4.2000000 08/15/2024 200	PREMONT ISD BQ CALL	740614BN1 202 158005876	
o	01/29/2010	AAA Aaa	350,000.00	TIB THE INDEPENDENT BANKERSBANK 3.9000000 06/15/2023 200	MISSOURI CITY TX CALL	606020QF5 202 164004388	
	02/11/2010	AAA NR	200,000.00	TIB THE INDEPENDENT BANKERSBANK 4.0000000 02/01/2026 200	FLORESVILLE TX ISD BQ CALL	340423FY3 202 161009773	
n	Date Pldgd	S&P Moody	Original Face Par/Curr Face	Safekeeping Agent Rate Maturity Type	Security Description 1 Security Description 2	Cusip Loc Ticker	

(409) 765-3246

Cooper, Crystal < Crystal.Cooper@co.galveston.tx.us> Kevin Walsh or Crystal Cooper

TO: COUNTY OF GALVESTON - TREASURY DEPARTMENT

FROM: DEBBIE POPOVICH

Date:

June 30, 2013

SUBJECT: TOTAL DEPOSITS VS TOTAL COLLATERAL

TOTAL PROJECTED DEPOSITS AT TEXAS FIRST BANK - TEXAS CITY ARE AS FOLLOWS:

DEPOSITS:

TOTAL DEPOSITS: LESS FDIC COVERAGE \$1,203,643.41 (\$250,000.00)

102% OF DEPOSITS

\$953,643.41 \$972,716.28

102/0 01 102/1 0011

COVERAGE:

TOTAL PLEDGED SECURITY

\$3,993,296.68

BOOK VALUE

\$4,015,736.42

MARKET VALUE

\$4,152,178.62

Market Value

\$4,152,178.62

	EXCE	SS COLLATER	RAL		\$3,179,4	62.34
74-6000908	10012078	0.0000%	24-DD-045	045	GALVESTON COUNTY DIS	\$5,944.48
74-0000900	11021303	0.0000%	24-DD-045	045	GALVESTON COUNTY DIS	\$8,037.53
	11029058	0.0000%	24-DD-045	045	GALVESTON COUNTY DIS	\$611.10
	12051482	0.0000%	24-DD-045	045	GALVESTON COUNTY DIS	\$996.00
	22146506	0.0000%	24-DD-045	045	GALVESTON COUNTY DIS	\$438,690.10
	22147371	0.0000%	24-DD-045	045	GALVESTON COUNTY DIS	\$1,100 00
	22149013	0.0000%	24-DD-045	045	GALVESTON COUNTY DIS	\$255,971.50
	25107524	0.0000%	24-00-046	045	GALVESTON COUNTY DIS.	\$10,527.00
	31022296	0.6000%	24-CD-P24	P24	GALVESTON COUNTY DIS	\$706.34
	31023864	1.2200%	24-CD-P24	P24	GALVESTON COUNTY DIS	\$9.83
	31024037	0.7500%	24-CD-P60	P60	GALVESTON COUNTY DIS	\$648.57
	31024038	0.7500%	24-CD-P60	P60	GALVESTON COUNTY DIS	\$140.24
	31024336	0.9000%	24-CD-P24	P24	GALVESTON COUNTY DIS	\$264,146.14
	31024365	0.8500%	24-CD-P24	P24	GALVESTON COUNTY DIS	\$199,973.14
	41150243	0.0000%	24-DD-045	045	GALVESTON COUNTY DIS	\$7,752.38
	43101741	0.0000%	24-DD-045	045	GALVESTON COUNTY DIS	\$8,389.08
74-6000908 -	Summary				See Artist and an artist of the see Artist and Artist and	\$1,203,643.41

Pledge Security Listing

Texas First Bank Texas City, TX

June 30, 2013

£	CLESTO	Description	Safekseping Location	Safekseping Recaipt	Coupon	Maturity C	Date II	Hoody St	35	Flach FASB115		Face Amount	Current Par	Current Book Value	Haricat Value	Gain(Loss)
							13107-63	alveston Lounty Treasurer	County F	reasurer						
Ş	COMME	PN 2865-0	frost Bank	0	2.00	11/01/2021		*	*	*	S.	1,000,000	06.112,821	128,705.24	139,391.14	10,685.90
9	313714850	FN 256212	Frost Bernk	0	5.00	04/01/2026	-	*	¥ +	` *	£	1,200,000	154,178.02	153,899.10	165,448.43	11,549.13
1	3133041040	3.5	Frost Bare	•	2.38	03/14/2014	-	*	₹ **	*	₹	2,000,000	2,000,000.00	2,030,800.00	2,030,760.00	19,960.00
K	3141800154	PN AD3128	Frost Bank	0	9.5	04/01/2025	•	*	*	¥	Ē	2,500,000	702,227.48	714,344,31	743,518.45	29,174,14
63	317937716		Prost Bank	ğ	3.00	02/15/2023		*	*	*	Ē	1,000,000	51,445.99	\$1,439.20	52,214.18	774.98
929	312763633		Frost Barnk	ğ	5.00	04/01/2033	٠	*	*	· w	HTM	1,700,000	216,730.42	216,661.44	232,641,13	15,979.69
	Total for 13187-Galvi	187-Galveston County Treasur	>									000'001'6	3,254,093.38	3,275,848,29	3,363,973.33	88,124,84

Although the information in this report has been obtained from sources believed to be reliable, its acturacy cannot be guaranteed.

6/25/2013 5:15:25 PM 1.800.922.9850 } mcplaming.com

Pledge Security Listing

Texas First Bank Texas City, TX

June 30, 2013

			Cafebassian	Cafedonalan			ē							Current		
8	CUSTO	Description	Location	-	Coupon	Date	Date:	Moody	35	P.	FAS&115	Face Amount	Current Par	Book Value	Market Value	Gain(Loss)
							2	3116-Galvesten Count	veston C	anuty						
Ī	3128494KW2	1128494CN2 FG G18308	Frost Bank	0	£.00	05/01/3054		ŧ	**	3	£	1,000,000	206,134.94	207,618.51	216,059.03	8,431.52
Š	31287UM1	FG C61147	Frost Bank	¥	5 ,5	12/01/2031		≸	*	¥	Ē	1,000,000	15,186.28	15,101,16	15,186.28	85.12
8	MZIZWWSB	GN 547957	Prost Benk	ğ	6.00	11/15/2031		¥	ŧ	ş	MS.	1,000,000	65,227.38	65,038,65	70,955.15	5,916.50
637	31287MRW2	FG C82301	Frost Benk	ğ	8	01/01/2032		\$	₹	₹	£	1,000,000	41,889.82	41,520.61	44,294.81	2,674.20
796	31371/8481	FN 256855	Froat Dank	ğ	8	04/01/2027		₹	*	{	Æ	1,015,000	104,708.06	104,494.32	113,147.52	8,653.20
3	3128977921	PG CS 1084	Frost Bank	¥	8.5	1207/10/10		¥	ŧ	{	Ē	1,125,059	222,170.44	222,140.81	238,211.14	26,070,33
3	3128PHSE7	FG 306245	Froat Bank	ğ	5.00	19/01/2021		₹	ŧ	{	Ē	1,100,000	63,846.56	13,473.07	90,360.36	6,487.29
	Total for 13:	otal for 13116-Galverton County										7,240,859	739,203,48	ET'198'661	788,205.29	44,318.16

cy cannot be guaranteed. 6(25/2013 5:15:25 PM 1:800.922.9850 | mcplanning.com

Pledge Security Listing

MCPlanning

June 30, 2013

			Suffetengoing	Safetendens		Marturity	ŧ							1		
A	CINETA D	Description	Location	Receipt	Coupon	Date	Deta	Moody	3	F.	Fitch FASB115	Face Amount	Current Par	Book Vatue	Mariest Value	Gala(Loss)
							GALVE	GALVESTON COUNT		R. ASUR. R	ë					
8	314120017	PHONA SECSO	74.5	×	907	02/02/13/50		ş	₩	₹	HTM	10,518,927	2.461.886.56	2,465,267,85	2.601.726.46	114.958.63
ž	TO BE STORED	FAMA MARGO	1	×	4.00	96,01,2028		2	‡	4	Ē	£23£000	1.862.213.87	1.678,409.88	1 757 846 16	7. VE 0.
1	31294MCT6	PHLMC 802770	P#E8	×	3.00	11/01/2025		¥	¥	¥	Ę	25,000,000	11,745,386.75	11 77 300 34	12 115 365 91	336.063.67
7	3129-04076	PHEMC BCC778	FREE	×	#	TANCAUS.	1.	¥	¥	**	Men.	25.808.088	11.745.385.25	13 75 800 64	D 115 300 G	77. 513.77
8 5%	314177480	FIRMA MACESTY	H.E.	×	3.50	11/01/2020		₹	\$	¥	Ē	26,155,537	24.366.361.05	24.727.940.16	75 477 457 11	10 575 OF
\$	The state of the	PRINCIA ARCHOIG	thus.	×		CS#E1/2012		*	\$	×	Ē	730.300	20 CONT. NO.	5 YOU DEA	1 CO	13 206 28
***	314267471	FINAL ABISING	FFUB	*	3.00	1202/10/60		*	₩.	¥	Ē	100,000,000	28 504 574 00	E C# 0565	61 077 687 07	2000
	SP-MONEST	PROPER PHODES?	HES	ж	3.08	O1/81/2002		¥	ŧ	¥	E	24.548.494	16.887 GRASS	12 th C1	25. COM 1000 123	The Complete
1 25	314170749	FNWA AB7030	FHLB		2.00	CEDECTOTT		₹	ŧ	. ₹	Ē	39,632,406	27.680.413.54	C 25 25 25 25 25 25 25 25 25 25 25 25 25	26 600 418 66	1831 000 000
¥	31/41/DRLP	TANK ABIDIS	74.6		200	11,01,0527		₹	*	¥	Ē	096 090 09	0.204.006.63	46 ACT 099 B4	AS 2784 7759 770	(N. 314. 306.30)
*	MAIGLON	PANA 890S91	PHLB		2.00	11/01/2027		§	\$	\$	Ĕ	22,500,000	21,286,634.08	21,800,864,76	20,736,522,60	(90 25 16)
	Total for GA	FOOM FOR GALVESTON COUNTY TREASURER	RER									358,856,045	234,373,328.40	239,030,197.21	236,861,612.81	(7,168,584,39)

Total Deposits as of 06/30/13: \$169,035,952.36

Property Barb Levan Haber, 40

Page 192 of 387

6/26/2013 11:59:39 AM

AGENDA ITEM #20.



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

		10 B	e Complete	ed By Departn	1ent 		
1. Date of Request:	7/23/2013	2. Contract Type:	Expense	Revenue	Other	3. Renewa	l Contract:) No
4. Department Name:		Information Technol	ogy	5. Department Contact:		JJ Allen	
6. Description:				VMWare Vcenter server lice	ense		
7. IFAS PEID No:	406388	8. IFAS Req No:	CR308359	9. Orgkey:	1101159100	10. Object Code:	5423500
11. Vendor:		Dell Marketing		12. Vendor Contract No:			
13. Requested Lega Ye. / No (Expla	ıl Review: in if No)			No, standard terms	and conditions.		
		Exper	nditure Budget	/ Revenue Projecti	ons		
14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Software Maintenance	5423500	20,000,00	5248.93				
			ō				
2. Totals:		20,000	5,249	25	14	2	
		Го Ве Сотј	oleted By I	Purchasing De	partment		
Contract Start Date:		Auto Renewa Yes /	l Contract:		IIA		
ontract End Date:		Contract # Issued By	Purchasing:	CM13	293		
D SOFTWATE e PO Issu	= Dates	Approve	ed By:	0	Signature		Date
		Department Head:		- CX	Allen		7/23/2
		Purchasing Agent:			an Cus	F	7-31-2
		County Legal:		\ \	1		
		C	ontract listed in Budg	et Documentation: (es / No	,	·	1
			1	,	111	,	/



Galveston County Purchase Requisition

Departmen		INFORMATION TECHNOLOGY	Date :	21-Jun-2013			
Deliver To	:	INFORMATION TECHNOLOGY	Date Required :	24-Jun-2013	N.		
Quantity	Unit	Description	Unit Price	Total	#1	VENDOR #2	#3
1	EA	SOFTWARE MAINTENANCE- VMWARE VCTR SRV	4059.39	4059.39	77.		#3
		5 STD P/INC L1 VPP; MFG NUMBER: VCS5-STD-C-L1	11431.01	100 13 0 1	-		
1	EA	SOFTWARE MAINTENANCE- VMWARE VCENTER	1189.54	118954			
		SRV 5 STD PSNS; MFG NUMBER: VCS5-STD-P-SSS-C	118.31	113131	-		
		SECTION OF PRINCIPLE TO STATE					
			-		-		
		TOTAL		5248.93			
		REQUESTED BY: CHRIS BENTLEY	-	0 648.10	 		
		FOR: VMWARE VCENTER SERVER LICENSE			-		
		CALL NUMBER: 57770			-		
		CALL NUMBER, 37770			+		
			-		-		
					-	-	
	-		-		-		
	Learti	fy the above are required for discharge of my official duties, and I hereby a	Mehanian sha Romahanian A		F 41		
MIT	hereof a	and further certify that the requisition contains all separate, sequential and in a manner to avoid compe	or components of the iten titive bidding process.	n(s) listed, and that requiremen	ts are not	requested	t/Date
harge to a	/c :	11011591005423500	_	CR#CR308359			
uggested V	Vend	DI: BIDCON DU Marking	Vendors Contacted:				
		J	#2				
have this	date	order the above material or convices from	Quotations obtained				
endor Nur	nber	order the above material or services from : 400388	Quotations obtained Sealed Bids	Contract			
			Verbal Quotati		Price		
			Purchase Order No				
			_Date ordered:			20	

PURCHASING AGENT



5WH FOR VCENTER SERVER LICENSE

Who: Chris Bentley

What: vCenter Server license

When: June 19th 2013

Where: 722 Moody, 2nd floor

Why: In order for Site Recovery Manager to be able to protect our virtual servers, we will need an additional vCenter Server at the DR site. We will need this in order for SRM to be installed on top of that vCenter installation. We will need to purchase the license and support before we can continue. This needs to be done as soon as possible in oder to further prepare for storm season.

How: Use funds from the Software Maintenance account 5423500

Planned Costs:

Item Description	Quantity	Unit Cost	Total
VMWARE VCENTER SERVER 5 STD P/INC L1 VPP VCS5-STD-C-L1	1	\$4,111.69	\$4,111.69
VMWARE VCENTER SERVER 5 STD PSNS	1	\$1204.84	\$1204.84

Total = \$5,316.53



Galveston County Information Technology Call Report - Call Number 57770

Call Details as at 10:30:29 AM, 6/20/2013

Call Details

Request/Service Type:

Call Ref/Job Ref:

IPK Status: Service Request

IPK Stream: Default

Service: INFORMATION UPDATE/CHANGE

Config Item: INFORMATION

Outage Created: N Call Priority: Low

Call State: Open Call Status: Forward to 2nd level support

Call Physical Status: In Progress

Customer:

Customer VIP Status: Unspecified

Telephone: (409) 770-6217

Organization: Information Technology

Bentley, Chris

Location: Courthouse Main Logged By: Infraenterprise, Infra

Current Officer: Michaels, Lauren Current Group: Administration

Forward to Officer: Forward to Group:

Call Description: 5WH - vCenter Server license---See attached request and quotes.

Call Dates, Times and Expenses

Logged: 6/19/2013 2:31:46 PM **Last Action:** 6/20/2013 10:29:46 AM Time Solving: Downtime:

0 hrs 2 mins

19 hrs 59 mins

Total Expenses:

Objects

Object Name	Upload/Update Date	Description	Security Profile
5WH - vCenter Server license.docx	6/19/2013 2:31:46 PM		Unspecified
DMZX661.pdf	6/19/2013 2:31:46 PM		Unspecified
11395805.pdf	6/19/2013 2:31:46 PM		Unspecified

Call History

Action Date / Time	Officer	Portal	Security Profile	Action Description
6/19/2013 2:31:46 PM	Infraenterprise, Infra	N	Unspecified	[Object Uploaded (5WH - vCenter Server license.docx) by Infraenterprise, Infra]
6/19/2013 2:31:46 PM	Infraenterprise, Infra	N	Unspecified	[Object Uploaded (DMZX661.pdf) by Infraenterprise, Infra]
6/19/2013 2:31:46 PM	Infraenterprise, Infra	N	Unspecified	[Object Uploaded (11395805.pdf) by Infraenterprise, Infra]
6/19/2013 2:31:46 PM	Infraenterprise, Infra	N	Unspecified	[Call Forward Internally to Group (Tier 1) by workflow rule Route calls from Service Desk] [Call Logged via Email {InfraEnterprise/EMCINFRA}]
6/19/2013 2:31:46 PM	Infraenterprise, Infra	N	Unspecified	[Notifications by workflow rule(s)] Workflow Rule: Notify Customer Recipients: Bentley, Chris
				Workflow Rule: Oncall Recipients: Oncall
5/19/2013 2:48:19 PM	Hart, Jessica	Ν	Unspecified	[Open Forwarded Call by Hart, Jessica]
5/19/2013 2:49:46 PM	Hart, Jessica	N	Unspecified	[Call Forward Internally to Group (Administration)] [Forward to 2nd level support] [IPK Status changed from Incident to Service Request]
5/19/2013 2:49:46 PM	Hart, Jessica	N	Unspecified	[Notifications by workflow rule(s)] Workflow Rule: Notify Customer Recipients: Bentley, Chris

6/19/2013 2:51:47 PM Allen, JJ N Unspecified [Open Forwarded Call by Allen, JJ]
6/19/2013 2:52:38 PM Allen, JJ N Unspecified [Call Forward Internally to Michaels, Lauren (Administration)]
6/20/2013 10:29:46 AM Michaels, Lauren N Unspecified [Open Forwarded Call by Michaels, Lauren]



SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
DMZX661	3269894	6/19/2013

BILL TO:

GALVESTON COUNTY AUDITORS OFFICE

SHIP TO:

GALVESTON COUNTY AUDITORS

OFFICE PO BOX 1418

PO BOX 1418

Accounts Payable

GALVESTON, TX 77553-1418

GALVESTON, TX 77553-1418

Contact: CHRIS

BENTLEY 409.770.6217

Customer Phone #409.770.5304

Customer P.O. # VMWARE QUOTE

	ACCOUNT MA		SHIPPING METHOD ELECTRONIC DISTRIBUTION	NET	TERM 30-VERE	THE RESIDENCE OF THE PARTY OF T		ON CERTIFICATE
QTY	ITEM NO.	DES	SCRIPTION			UNIT PRICE	EXTE	NDED PRICE
1	2471897	Mfg#: VCS5-S Contract: MAR Electronic distribut	KET tion - NO MEDIA		Ĭ	4,111.69		4,111.69
1	2471465	VMWARE VCENTI Mfg#: VCS5-S' Contract: MAR Electronic distribut	KET			1,204,84		1,204,84
				SUBTOTAL FREIGHT TAX				5,316.53 0.00 0.00
							יַט	Currency
							TOTAL 🛊 👚	5,316.53

CDW Government 230 North Milwaukee Ave. Vernon Hills, IL 60061

Fax: 312.705.8262

Please remit payment to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Quote #: 11395805-01 Date: 06/18/2013 Page: 1 of 3

Title: VMware licenses
To: Claudia Perez
Galveston County
PO Box 1418
GALVESTON, TX 77553

Email: claudia.perez@co.galveston.tx.us

Phone: *

From: Stephanie Jansky

INX LLC, a Presidio Company

11757 Katy Freeway Suite 1150

Houston, TX 77079

Phone: 713,795.2041

Fax:

Email: sjansky@presidio.com

Account Manager: Beth Heyn Ahlschlager

#	Part #	Description	Qty	Price	Ext Price
1	VCS5-STD-C-L1	VPP L1 VCTR SERVER V5 STANDARD	1.00	\$4,185.66	\$4,185.66
2	VCS5-STD-P-SSS-C	PROD SNS VCENTER SERVER V5	1,00	\$1,226.51	\$1,226.51
			49	Sub Total:	\$5,412.17
				Grand Total:	\$5,412.17



Quote #: 11395805-01 Date: 06/18/2013

Page: 2 of 3

Quote valid for 30 days unless otherwise noted.

Additional Terms

The following terms and conditions ("Additional Terms") shall govern this ORDER/PROPOSAL unless a valid Master Services & Product Agreement has been executed between the parties for professional services and/or product and is in force at the time this ORDER/PROPOSAL is executed, in which case the terms of the Master Services & Product Agreement shall govern to the extent that they are inconsistent with this ORDER/PROPOSAL.

1. Purchase Orders, Invoicing, Payment and Acceptance. Any purchase order submitted by CLIENT in connection with this ORDER/PROPOSAL shall be deemed subject to these Additional Terms and this ORDER/PROPOSAL. Unsigned, electronically submitted purchase orders shall be deemed to include CLIENT's electronic signature and shall be binding to the extent accepted by PRESIDIO. PRESIDIO'S performance of such purchase order shall not constitute INX LLC's ("INX LLC" or "PRESIDIO") acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants PRESIDIO the right to invoice CLIENT and authorizes payment to PRESIDIO for the amounts owed. Further, CLIENT represents that PRESIDIO can rely on such CLIENT signature for payment.

PRESIDIO shall invoice CLIENT for the Products and/or Services in accordance with the terms stated in the ORDER/PROPOSAL. The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card. CLIENT shall make payment to PRESIDIO within thirty (30) days from the date of invoice. Except for taxes due on PRESIDIO's net income, CLIENT shall pay all taxes. PRESIDIO reserves the right to bill CLIENT for additional work requested by CLIENT and performed by PRESIDIO, and for applicable expenses incurred by PRESIDIO pursuant to providing such additional services, which are not described in this ORDER/ PROPOSAL.

Unless otherwise indicated in this ORDER/PROPOSAL, CLIENT agrees that staff augmentation services and services performed on a time and materials basis shall be deemed accepted as performed. Unless otherwise indicated in this ORDER/PROPOSAL, Projects shall be deemed accepted upon the earlier of PRESIDIO's receipt a signed Project Completion and Acceptance document which has been signed and dated by an authorized representative of CLIENT, or sixty (60) calendar days from the date of the delivery of the final Project deliverable.

- 2. Purchase of Product, All Products delivered to CLIENT hereunder shall be shipped FOB origin, freight collect. Title and risk of loss shall pass to CLIENT at point of origin. Products shall be deemed accepted upon delivery.
- 3. Limitations of Warranties. PRESIDIO warrants that Services shall be provided by competent personnel in accordance with applicable professional standards. ALL PRODUCTS PROVIDED BY PRESIDIO ARE PROVIDED "AS IS", WITH ALL FAULTS. PRESIDIO MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY AND ALL ORIGINAL EQUIPMENT MANUFACTURER (OEM) WARRANTIES, CERTIFICATIONS AND GUARANTEES, IF ANY, ARE PASSED THROUGH TO CLIENT.
- 4. Intellectual Property. CLIENT acknowledges that PRESIDIO, its vendors, and/or its licensors retain all patents and/or copyrights in and to all proprietary data, processes and programs, if any, provided in connection with Services performed hereunder; any PRESIDIO software provided to CLIENT as part of the Services provided shall be subject to the vendor's, licensor's or OEM's copyright and licensing policy. To the extent such software is prepared by PRESIDIO, it is provided by nontransferable, nonexclusive license for CLIENT'S internal use only, subject strictly to the terms and conditions of this Agreement, and shall terminate upon termination or expiration of this Agreement. CLIENT shall not duplicate, use or disclose for the benefit of third parties, reverse engineer or decompile any such software.
- 5. Confidential Information. The parties agree that Confidential Information means any information disclosed by the disclosing party to the receiving party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment, "CLIENT" lists or other "CLIENT" information not known to the public), which is designated as "Confidential," "Proprietary" or some similar designation, or is the type of information which should reasonably be recognized as Confidential or Proprietary. The receiving party shall not use any Confidential Information of the disclosing party for any purpose except to evaluate and engage in discussions concerning this Proposal. Each party agrees to protect the other party's Proprietary and Confidential Information to the same extent that it protects its own Proprietary and Confidential Information but with no less than a reasonable degree of care.
- 6. Limitation of Liability. IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR SERVICES AND/OR PERFORMANCE HEREUNDER. Without limiting the foregoing, PRESIDIO will have no responsibility for the adequacy or performance of (i) any third party software provided to PRESIDIO under this agreement; (ii) any hardware, and (iii) any services provided by any third party.

 7. Non-Solicitation Provision. During the term of this ORDER/PROPOSAL and for twelve (12) months thereafter, neither
- roll-solicitation Provision. During the term of this ORDER/PROPOSAL and for twelve (12) months therefatter, helither party will solicit for a permanent or other position any employee or subcontractor of the other party to whom that party was introduced as a result of this ORDER/PROPOSAL. Should a party solicit and/or hire such an employee or contractor from the other party, the soliciting and/or hiring party shall pay to the other party an administrative fee equal to 1 year's salary of the employee's new salary at the soliciting and/or hiring party's new company.
- 8. Equal Opportunity/Affirmative Action Employer. PRESIDIO is an Equal Opportunity/Affirmative Action Employer. All qualified applicants will receive consideration for employment without regard to race, age, color, religion, gender, national origin, disability, sexual orientation, or veteran status.
- 9. Export Law Compliance. CLIENT has been advised that all Products purchased hereunder and PRESIDIO Confidential Information are subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.
- 10. Document Control/Responsibility. CLIENT is responsible for maintaining its own procedures for the reconstruction of lost or altered files, backup or saving of data or programs to the extent deemed necessary by CLIENT and for actually reconstructing any lost or altered files, data or programs. PRESIDIO assumes no responsibility for the protection of CLIENT'S data. PRESIDIO is not liable for damage to software or data caused by service to the computer hardware equipment. CLIENT agrees that it shall have the sole responsibility for safeguarding the software and data during service work performed by PRESIDIO. PRESIDIO is not liable for software damage due to any outside factor, i.e. software virus.



Quote #: 11395805-01 Date: 06/18/2013 Page: 3 of 3

11. Force Majeure. Neither party shall be liable for any failure or delay in performance of its obligations hereunder where such performance is prevented or delayed by causes beyond its reasonable control, including without limitation, flood, war, embargo, strike or other labor dispute, riot, acts of God or the intervention of any government authority.

12. Choice of Law and Venue. The parties will attempt to settle any claim or controversy arising under this ORDER/PROPOSAL through consultation and negotiation in good faith and a spirit of mutual cooperation. This ORDER/PROPOSAL and all matters relating thereto shall be governed exclusively by the substantive law of the State of Texas. Any dispute relating directly or indirectly to this ORDER/PROPOSAL or any other contract or agreement between the parties which cannot be resolved through the process of consultation and negotiation shall be brought in a court of competent jurisdiction in Dallas County, Texas, that being the exclusive venue for any dispute between or any claims held by any of the parties to this ORDER/PROPOSAL.

13. CLIENT Credit. As an inducement to provide the Services and/or the Products, CLIENT hereby represents and warrants that it is solvent, that it pays its obligations as they come due. CLIENT agrees that PRESIDIO that PRESIDIO has the right to obtain the credit history of the applicant and authorizes PRESIDIO to secure such information by its signature herein.

14. Financing. In the event CLIENT finances the Products and/or Services on the ORDER/PROPOSAL via a lease, CLIENT shall remain ultimately responsible for all payments to PRESIDIO and for providing all requisite information and documentation to the third party financing/leasing company.

15. Miscellaneous. This ORDER/PROPOSAL constitutes the entire agreement of the parties and supersedes all prior written or oral agreements, representations and understandings relating to the subject matter hereof, with the exception of a valid Master Services and Product Agreement between the parties under the terms of which this ORDER/PROPOSAL shall be incorporated. This ORDER/PROPOSAL shall not be amended or modified except by written instrument signed by the parties. Should additional work beyond the scope of the Services detailed herein by PRESIDIO be requested by CLIENT, fees for such additional Services will be negotiated with CLIENT prior to performing such work and will be memorialized in writing between the Parties by utilizing a Project Change Request form ("PCR") or an additional ORDER/PROPOSAL, as appropriate. PRESIDIO will invoice CLIENT for any additional work performed and expenses incurred which are not described in this ORDER/PROPOSAL. The Parties agree that neither may assign its rights or duties under this contract without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Each party has had an opportunity to consult with advisors of its own choosing, including legal counsel and/or accountants and has been advised regarding the legal and/or tax effects of this document.

16. Severability. The provisions of this Agreement are severable. If any provision of this Agreement or its application to any person or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected.

Each party has had an opportunity to consult with advisors of its own choosing, including legal counsel and/or accountants and has been advised regarding the legal and/or tax effects of this ORDER.

delivered and services rendered, inclu	ding payments for partial shipments
Customer Signature	Date
Presidio Representative	Date

Customer hereby authorizes and agrees to make timely payment for products

Xerox WorkCentre 7345

Transmission Report

Date & Time: 06/21/2013 04:39 PM

Page: 1(Last Page)

Document has been sent.

Job Date & Time

06/21/2013 04:39 PM

Date & Time Sent	Recipient Information	Result	
06/21/2013 04:39 PM	prodoc@co.galveston.tx.us	Completed	
06/21/2013 04:39 PM	Erin,Quiroga@co.galveston.tx.us	Completed	
06/21/2013 04:39 PM	IT-Admin@co.galveston.tx.us	Completed	



QUOTATION

Quote #:
Customer #:
Contract #:
CustomerAgreement #:

004165321 42AFU DIR SDD-1951 07/11/2013

657604432

Date: 7/11/2013

Customer Name:

Quote Date:

CITY OF GALVESTON

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP:

LOREN C ALBANESE

PHONE:

1800 - 5713355

Email Address:

Loren_Albanese@Dell.com

Phone Ext:

7250397

SOFTWARE & ACCESSORIES

GROUP TOTAL: \$5,248.93

Product	Quantity	Unit Price	Total
VLA VMWARE VPP L1 VCENTER SVR 5 STD VSPHERE 5 (A5408073)	1	\$4,059.39	\$4,059.39
VLA VMWARE PLATINUM COVERAGE VCENTER SERVER STANDARD FOR VSPHERE (A3681246)	1	\$1,189.54	\$1,189.54
ELECTRONIC LICENSE CONFIRMATION elec dwnld only (A3458532)	1	\$0.00	\$0.00

*Total Purchase Price:	\$5,248.93
Product Subtotal:	\$5,248.93
Tax:	\$0.00
Shipping & Handling:	\$0.00
State Environmental Fee:	\$0.00
Shipping Method:	LTL 5 DAY OR LESS
	(* Amount denoted in \$)

Statement of Conditions

The information in this document is believed to be accurate. However, Dell assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from any such error or omission. Dell is not responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors. Dell may make changes to this proposal including changes or updates to the products and services described, including pricing, without notice or obligation.

This proposal is not intended to create a contractual relationship. Unless expressly agreed otherwise in a writing signed by the parties, all orders by CITY OF GALVESTON for Dell products and services shall be subject to Dell's Terms and Conditions of Sale-Direct, which can be found atwww.dell.com/terms, and which incorporate Dell's U.S. Return Policy, at www.dell.com/teturnpolicy#total. Please read those terms carefully and in their entirety, and note in particular that Dell EqualLogic and EqualLogic-branded products, DellEMC and EMC-branded products, PowerVault ML6000 tape libraries, non-Dell-branded enterprise products, enterprise software, and customized hardware or software products may not be returned at any time. Orders also shall be subject to the terms of any applicable service contract (s), which can be found at www.dell.com/servicecontract.

(s), which can be found at www.dell.com/servicecontracts.
All information supplied to CITY OF GALVESTON for the purpose of this proposal is to be considered confidential information belonging to Dell.

About Dell

Dell Inc. (NASDAQ: DELL) listens to customers and delivers innovative technology and services they trust and value. Uniquely enabled by its direct business model, Dell is a leading global systems and services company and No. 34 on the Fortune 500. For more information, visit www.dell.com.

Privacy Policy

Dell respects your privacy. Across our business, around the world, Dell will collect, store, and use customer information only to support and enhance our relationship with your organization, for example, to process your purchase, provide service and support, and share product, service, and company news and offerings with you. Dell does not sell your personal information. For a complete statement of our Global Privacy Policy, please visit dell.com/privacy.





CDWG com | 800,594,4239

OE40USPS

SALES QUOTATION

DUOTE NO. ACCOUNT NO. DATE

DM2X661 3269894 6/19/2013

BILL TO:

GALVESTON COUNTY AUDITORS OFFICE PO BOX 1418 SHIP TO:

GALVESTON COUNTY AUDITORS

OFFICE

PO BOX 1418

Accounts Payable

GALVESTON , TX 77553-1418

GALVESTON, TX 77553-1418

Contact: CHRIS

BENTLEY 409.770.6217

Customer Phone #409.770.5304

Customer P.O. # VMWARE QUOTE

CHRIS FUCHS 856.339.4117		866.339.4117 ELECTRONIC NET 30		NET 30-V	ERBAL	GOVT-EXEMPT	
TY	ITEM NO.		DESCRIPTION		UNIT PRICE	EXTENDED PRICE	
Mfg#. VCS Contract: N Electronic distr VMWARE VCE Mfg#. VCS Contract: N		tribulion - NO MEDIA ENTER SRY 5 STD PSNS 35-STD-P-SS8-C	,	4,111 69 1,204 84	4 111 69 1 204 84		
				BTOTAL FREIGHT TAX		5,316 50 0 00 0 00	

CDW Government 230 North Milwaukee Ave Vernon Hills, IL 60061

Fax: 312.705.8262

Please remit payment to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515

Quote Still valid per Chris Fuchs
7/28/13 29



Southern Computer Warehouse 1395 S Marietta Parkway Bldg 300 Suite 106 Marietta, Georgia 30067 United States http://www.scw.com

Customer Galveston County TX (GT4418) 722 Moody St., Ste. 202 Galveston, Texas 77550 (P) (409) 770-5376

Bill To Galveston County TX ACCOUNTS, PAYABLE PO Box 1418 Galveston, Texas 77553

Quotation

Date

Jul 11, 2013 12:44 PM EDT

Doc#

799573 - rev 1 of 1

Description

CR308359 VMWare vCenter and suppoprt

SalesRep

Kim, Jon (P) 770-579-8927 (F) 770-579-8937

Customer Contact

Quiroga, Erin (P) 409-770-5391 (F) 409-766-2521 Erin.Quiroga@co.galveston.tx.us

Ship To

Galveston County TX REF, PO 722 Moody AVE 2ND FL INTO TECH Galveston, Texas 77550 (P) 409-770-5377

Customer PO: None	11.16.1		Ship Via: GROUND			
Special Instructions: None	Carrier Account #: None					
Item Description		Pa	art#	Qty Tax Unit Total		
1 VMware vCenter Server ! (v, 5) - license - 1 insta	,	V	CS5-STD-C	1 No \$4,238.26 \$4,238.26		
	bscription Production rgency phone consulting - 1 year - 2 Standard for vSphere (v. 5)	4x7 - 30 min - for VC	CS5-STD-P-SSS-C	C 1 No \$1,206.28 \$1,206.28		

Subtotal: \$5,444.54

Tax (0.000%): \$0.00

> \$0.00 Shipping:

> > Total: \$5,444.54

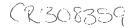
Quote valid for 30 days unless formal bid provides different term. Promotional pricing is valid only during term of promotion and while supplies last.

All returns must be authorized and clearly marked with a valid RMA number.

These prices may not include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above.

Please note that expedited shipping charges are estimated, and could decrease or increase when invoiced.

All prices are subject to change without notice. Supply subject to availability.





Customer

Galveston County (GC0895)

722 Moody Ave. Galveston, Texas 77550

(P) (409) 770-6013

Intech Southwest 4778 Research Drive San Antonio, Texas 78240 United States http://www.intechsouthwest.com

Kubanda, Michael (P) 210-690-0000

> **Customer Contact** Quiroga, Erin (P) 409-770-5372 erin.quiroga@co.galveston.tx.us

Quotation

Jun 25, 2013 1:19 PM CDT

19972 - rev 1 of 1 Description CR308359 Request SalesRep

Date

Doc #

Bill To Galveston County Quiroga, Erin 722 Moody Ave. Galveston, Texas 77550

(P) (409) 770-6013

Ship To Galveston County Quiroga, Erin 722 Moody Ave. Galveston, Texas 77550 (P) (409) 770-6013

Customer PO:	Terms:	Ship Via:
None	Undefined	UPS Ground
Special Instructions:		Carrier Account #:
None		None

Non	e	None	n (+ sa = s)	W-96 (1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1
Iten	n Description	Part #	Q!	W Price Total
1	VMware Support and Subscription Production Technical support - emergency phone consulting - 1 year - 24x7 - 30 mi VMware vCenter Server Standard for vSphere (v. 5)	in - for VCS5-STD-P-SS	S-C 1	\$1,289.00 \$1,289.00
2	VPP L1 VCENTER SVR 5 STD VSPHERE 5	VCS5-STD-C-L1	1	\$4,317.00 \$4,317.00

Subtotal: \$5,606.00 Tax (0.000%): \$0.00

Shipping: \$0.00 Total: \$5,606.00

Lease Options	
LeaseStation-Dollar Buy Out	\$550.72 / mo. for 12 mos. \$297.88 / mo. for 24 mos. \$214.33 / mo. for 36 mos. \$173.10 / mo. for 48 mos. \$148.82 / mo. for 60 mos.
LeaseStation-Fair Market Value	\$0.00 / mo. for 12 mos. \$236.73 / mo. for 24 mos. \$173.88 / mo. for 36 mos. \$150.82 / mo. for 48 mos. \$148.82 / mo. for 60 mos.

This quote is valid for 30 days from the Quotation Date. Please contact your sales representative for updated pricing if your order is placed after that time period.

RMA Policy: Defective merchandise must be returned within 15 days of receipt of product or manufacturer warranty applies for repair. Non-defective merchandise must be returned within 30 days of receipt. Non-defective product must be unopened and factory-sealed to be eligible for return. Intech Southwest offers a replacement only for unopened software returns.

Returns will only be accepted if accompanied by a valid RMA number provided by Intech Southwest.

Some special orders are non-returnable and the manufacturer must be contacted.

Intech Southwest reserves the right to refuse the return of incomplete and opened products or charge a 15% restocking fee for returns that are accepted.

VMware End User License Agreement

VMWARE END USER LICENSE AGREEMENT

PLEASE NOTE THAT THE TERMS OF THIS END USER LICENSE AGREEMENT SHALL GOVERN YOUR USE OF THE SOFTWARE, REGARDLESS OF ANY TERMS THAT MAY APPEAR DURING THE INSTALLATION OF THE SOFTWARE.

IMPORTANT-READ CAREFULLY: BY DOWNLOADING, INSTALLING, OR USING THE SOFTWARE, YOU (THE INDIVIDUAL OR LEGAL ENTITY) AGREE TO BE BOUND BY THE TERMS OF THIS END USER LICENSE AGREEMENT ("EULA"). IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, YOU MUST NOT DOWNLOAD, INSTALL, OR USE THE SOFTWARE, AND YOU MUST DELETE OR RETURN THE UNUSED SOFTWARE TO THE VENDOR FROM WHICH YOU ACQUIRED IT WITHIN THIRTY (30) DAYS AND REQUEST A REFUND OF THE LICENSE FEE, IF ANY, THAT YOU PAID FOR THE SOFTWARE.

EVALUATION LICENSE. If You are licensing the Software for evaluation purposes, Your use of the Software is only permitted in a non-production environment and for the period limited by the License Key. Notwithstanding any other provision in this EULA, an Evaluation License of the Software is provided "AS-IS" without indemnification, support or warranty of any kind, expressed or implied.

1. DEFINITIONS.

- 1.1 "Affiliate" means, with respect to a party, an entity that is directly or indirectly controlled by or is under common control with such party, where "control" means an ownership, voting or similar interest representing fifty percent (50%) or more of the total interests then outstanding of the relevant entity (but only as long as such person or entity meets these requirements).
- 1.2 "Documentation" means that documentation that is generally provided to You by VMware with the Software, as revised by VMware from time to time, and which may include end user manuals, operation instructions, installation guides, release notes, and on-line help files regarding the use of the Software.
- 1.3 "Guest Operating Systems" means instances of third-party operating systems licensed by You, installed in a Virtual Machine and run using the Software.
- 1.4 "Intellectual Property Rights" means all worldwide intellectual property rights, including without limitation, copyrights, trademarks, service marks, trade secrets, know how, inventions, patents, patent applications, moral rights and all other proprietary rights, whether registered or unregistered.
- 1.5 "License" means a license granted under Section 2.1.
- 1.6 "License Key" means a serial number that enables You to activate and use the Software.
- 1.7 "License Term" means the duration of a License as specified in the Order.
- 1.8 "License Type" means the type of License applicable to the Software, as more fully described in the Order.
- 1.9 "Open Source Software" or "OSS" means software components that are licensed under a license approved by the Open Source Initiative ("OSI") or similar open source or freeware license and are embedded in the delivered Software.
- 1.10 "Order" means a purchase order, enterprise license agreement, or other ordering document issued by You to VMware or a VMware authorized reseller that references and incorporates this EULA and is accepted by VMware as set forth in Section 4.
- 1.11 "Product Guide" means the current version of the VMware Product Guide at the time of Your Order, copies of which are found at www.vmware.com/download/eula (http://www.ymware.com/download/eula).
- 1.12 "Services Terms" means VMware's then-current Support and Subscription Contract Terms and Conditions, copies of which are found at www.vmware.com/files/pdf/support/support_terms_conditions.pdf (http://www.xmware.com/files/pdf/support_terms_conditions.pdf).
- 1.13 "Software" means the VMware Tools and the VMware computer programs listed on VMware's commercial price list to which You acquire a license under an Order, together with any software code relating to the foregoing that is provided to You pursuant to a support and subscription service contract and that is not subject to a separate license agreement.
- 1.14 "Territory" means the country or countries in which You have been invoiced; provided, however, that if You have been invoiced within any of the European Economic Area member states, You may deploy the corresponding Software throughout the European Economic Area.
- 1.15 "Third Party Agent" means a third party delivering information technology services to You pursuant to a written contract with You.
- 1.16 "Virtual Machine" means a software container that can run its own operating system and execute applications like a physical machine.
- 1.17 "VMware" means VMware. Inc., a Delaware corporation, if You are purchasing Licenses or services for use in the United States and VMware International Limited, a company organized and existing under the laws of Ireland, for all other purchases.
- 1.18 "VMware Tools" means the suite of utilities and drivers, Licensed by VMware under the "VMware Tools" name, that can be installed in a Guest Operating System to enhance the performance and functionality of a Guest Operating System when running in a Virtual Machine.
- 2. LICENSE GRANT.
- 2.1 Scope of License. Subject to the terms and conditions of this EULA, VMware grants You, during the License Term, a non-exclusive, non-transferable License to use the Software, in executable code form only, within the Territory, for Your internal

viviware End User License Agreement

operations in accordance with (a) the Documentation; (b) the License Type for which You have paid the applicable fees; (c) other applicable limitations set forth in the Order. The License to the Software is limited to the quantities specified in each applicable Order.

- 2.2 Third Party Use. Under the License granted to You in Section 2.1 above, You may permit Your Third Party Agents to access, use and/or operate the Software on Your behalf for the sole purpose of delivering services to You, provided that You will be fully responsible for Your Third Party Agents' compliance with terms and conditions of this EULA and any breach of this EULA by a Third Party Agent shall be deemed to be a breach by You.
- 2.3 Permitted Copies. You may make one copy of the Software for archival purposes only. The copy shall: (a) be kept within Your possession or control; (b) include all titles, trademarks, and copyright and restricted rights notices in the original; and (c) be subject to this EULA. You may not otherwise copy the Software without VMware's prior written consent.
- 2.4 Benchmarking. You may use the Software to conduct internal performance testing and benchmarking studies, You may only publish or otherwise distribute the results of such studies to third parties as follows: (a) if with respect to VMware's Workstation or Fusion products, only if You provide a copy of Your study to benchmark@vmware.com (maillocbenchmark@vmware.com) prior to distribution; (b) if with respect to any other Software, only if VMware has reviewed and approved of the methodology, assumptions and other parameters of the study (please contact VMware at benchmark@vmware.com (maillocbenchmark@vmware.com) to request such review and approval) prior to such publication and distribution.
- 2.5 VMware Tools. You may distribute the VMware Tools (whether or not as part of the Virtual Machine You create with the Software) to third parties solely when installed in a Guest Operating System to enhance its performance and functionality when running in a Virtual Machine, provided that You will be fully responsible for such third parties' compliance with the terms and conditions of this EULA, and any breach of this EULA by any such third party shall be deemed to be a breach of this EULA by You.
- 2.6 Open Source Software. Notwithstanding anything herein to the contrary, Open Source Software is licensed to You under such OSS's own applicable license terms, which can be found in the open_source_licenses.txt file, the Documentation or as applicable, the corresponding source files for the Software available at www.vmware.com/download/open_source.html (http://www.ymware.com/download/open_source.html). These OSS license terms are consistent with the license granted in Section 2, and may contain additional rights benefiting You. The OSS license terms shall take precedence over this EULA to the extent that this EULA imposes greater restrictions on You than the applicable OSS license terms.

3. RESTRICTIONS; OWNERSHIP.

- 3.1 Restrictions. You acknowledge that the Software and the structure, organization and source code of the Software constitute valuable trade secrets of VMware. Accordingly, except as expressly permitted in Section 2 or as otherwise authorized by VMware in writing, You will not and will not permit any third party to: (a) sell, lease, license, distribute, sublicense or otherwise transfer in whole or in part the Software or Documentation to any third party; (b) decompile, disassemble, reverse engineer, or otherwise attempt to derive source code from the Software, in whole or in part; (c) copy the Software, except for archival purposes, as set out in Section 2.3; (d) create, develop, license, install, use, or deploy any software or services to circumvent, enable, modify or provide access, permissions or rights which violate the technical restrictions of the Software as described in this EULA; (e) translate, modify or create derivative works based upon the Software; (f) permit any use of or access to the Software by any third party; (g) remove any product identification, proprietary, copyright or other notices contained in the Software; or (h) operate the Software on behalf of or for the benefit of any third party, including the operation of any service that is accessed by a third party, except that, for the purposes of this Section 3.1 (h), You may use the Software to deliver hosted services to Your Affiliates.
- 3.2 Decompilation. Notwithstanding the foregoing, decompiling the Software is permitted to the extent the laws of the Territory give You the express right to do so to obtain information necessary to render the Software interoperable with other software; provided, however, You must first request such information from VMware (at info@vmware.com (mailtoinfo@vmware.com)), provide all reasonably requested information to allow VMware to assess Your claim, and VMware may, in its discretion, either provide such interoperability information to You, impose reasonable conditions, including a reasonable fee, on such use of the Software, or offer to provide alternatives to ensure that VMware's proprietary rights in the Software are protected and to reduce any adverse impact on VMware's proprietary rights.
- 3.3 Ownership. The Software and Documentation, all copies and portions thereof, and all improvements, enhancements, modifications and derivative works thereof, and all Intellectual Property Rights therein, are and shall remain the sole and exclusive property of VMware and its licensors. Your rights to use the Software and Documentation shall be limited to those expressly granted in this EULA and any applicable Order. No other rights with respect to the Software or any related Intellectual Property Rights are implied. You are not authorized to use (and shall not permit any third party to use) the Software, Documentation or any portion thereof except as expressly authorized by this EULA or the applicable Order.
- 3.4 Guest Operating Systems. Certain Software allows Guest Operating Systems and application programs to run on a computer system. You acknowledge that You are responsible for obtaining and complying with any licenses necessary to operate any such third-party software.
- 4. ORDER. Your Order is subject to this EULA. No Orders are binding on VMware until accepted by VMware. Orders for Software are deemed to be accepted upon VMware's delivery of the Software included in such Order. Orders issued to VMware do not have to be signed to be valid and enforceable.

5. AUDIT RIGHTS.

- **5.1 Records.** You will, during the License Term for any Software licenses acquired under this EULA (and for a period of two (2) years from the expiration of the applicable License Term), maintain accurate records of your use of the Software sufficient to demonstrate Your compliance with the terms of this EULA and all Orders.
- **5.2 Audit Rights.** During the period in which the You are obligated to maintain such records, VMware, or its third party auditor, may, upon reasonable notice to You, audit such records to verify that You have (a) used the Software solely in the manner authorized herein; (b) paid all applicable license fees; and (c) otherwise complied with the terms of this EULA and all Orders. VMware may conduct no more than one (1) audit in any twelve (12) month period. Audits will be conducted during normal business

hours and VMware will use commercially reasonable efforts to minimize the disruption of Your normal business activities. VMware, and any third-party auditor, shall not have physical access to Your computing devices in connection with any such audit, without Your prior written consent. You will reasonably cooperate with VMware and/or its third-party auditor and will promptly pay directly to VMware any underpayments revealed by such audit, You will promptly reimburse VMware for all reasonable costs and expenses incurred by VMware for such audit if: (i) such audit reveals an underpayment by You of more than five percent (5%) of the fees payable by You to VMware for the period audited, or (ii) such audit reveals You have materially failed to maintain accurate records of Your use of the Software,

6. SUPPORT AND SUBSCRIPTION SERVICES. Except as expressly specified in the Product Guide, VMware does not provide any support or subscription services for the Software under this EULA, You have no rights to any updates, upgrades or extensions or enhancements to the Software developed by VMware unless you separately purchase VMware support or subscription services. These support or subscription services are subject to the Services Terms.

7. WARRANTIES.

- 7.1 Software Warranty. VMware warrants to You that the Software will, for a period of ninety (90) days following delivery ("Warranty Period"), substantially conform to the applicable Documentation, provided that the Software (a) has been properly installed and used at all times and in accordance with the applicable Documentation; and (b) has not been modified or added to by persons other than VMware or its authorized representative. VMware will, at its own expense and as its sole obligation and Your exclusive remedy for any breach of the foregoing warranty, either replace the applicable Software or correct any reproducible error in the Software reported to VMware by You in writing during the Warranty Period. If VMware determines that it is unable to correct the error or replace the Software, VMware will refund to You all License fees actually paid by You, in which case the License for the applicable Software and Your right to use such Software will terminate.
- 7.2 Disclaimer of Warranties. THE EXPRESS WARRANTY IN SECTION 7.1 ABOVE IS IN LIEU OF AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VMWARE AND ITS LICENSORS DISCLAIM, ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE) REGARDING OR RELATING TO THE SOFTWARE, THE DOCUMENTATION, OR ANY MATERIALS FURNISHED OR PROVIDED TO YOU UNDER THIS EULA. VMWARE AND ITS LICENSORS DO NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR THAT IT WILL BE FREE FROM DEFECTS OR THAT THE SOFTWARE WILL MEET (OR IS DESIGNED TO MEET) YOUR BUSINESS REQUIREMENTS.

8. INTELLECTUAL PROPERTY INDEMNIFICATION.

- 8.1 Defense and Indemnification. Subject to the remainder of this Section 8, VMware shall defend You against any third party claim that the Software infringes any patent, trademark or copyright of such third party, or misappropriates a trade secret (but only to the extent that such misappropriation is not a result of Your actions) under the laws of: (a) the United States and Canada; (b) the European Economic Area; (c) Australia; (d) New Zealand; (e) Japan; or (f) the People's Republic of China, to the extent that such countries are part of the Territory for the License ("Infringement Claim") and indemnify You from the resulting costs and damages finally awarded against You to such third party by a court of competent jurisdiction or agreed to in settlement; provided that You: (i) promptly provide VMware with notice of such Infringement Claim; (ii) allow VMware sole control over the defense thereof and related settlement negotiation; and (iii) reasonably cooperate in response to VMware requests for assistance. You may not settle or compromise any Infringement Claim without the prior written consent of VMware.
- 8.2 Remedies. Should the Software become, or in VMware's opinion be likely to become, the subject of an Infringement Claim, VMware will, at VMware's option and expense either: (a) procure the rights necessary for You to make continued use of the affected Software in accordance with this EULA; (b) replace or modify the affected Software to make it non-infringing; or (c) terminate the License to the affected Software and discontinue the related support services, and, upon Your certified deletion of the affected Software, refund: (i) the fees paid by You for the License to the affected Software, less straight-line depreciation over a three (3) year useful life beginning on the date such Software was delivered; and (ii) any pre-paid service fee attributable to related support services to be delivered after the date such service is stopped. Nothing in this Section 8.2 shall limit VMware's obligation under Section 8.1 to defend and indemnify You, provided that You replace the allegedly infringing Software upon VMware's making alternate Software available to You and/or You discontinue using the allegedly infringing Software upon receiving VMware's notice terminating the affected License.
- 8.3 Exclusions. Notwithstanding the foregoing, VMware will have no obligation under this Section 8 or otherwise with respect to any claim based on: (a) a combination of Software with non-VMware products (other than non-VMware products that are listed on the Order and used in an unmodified form); (b) use for a purpose or in a manner for which the Software was not designed; (c) use of any older version of the Software when use of a newer VMware revision would have avoided the infringement; (d) any modification to the Software made without VMware's express written approval; (e) any claim that relates to open source software or freeware technology or any derivatives or other adaptations thereof that is not embedded by VMware into Software listed on VMware's commercial price list; (f) any claim that relates to Linux or Android open source software, even when it has been embedded into or distributed with the Software or (g) any Software provided on a no charge, beta or evaluation basis. THIS SECTION 8 STATES YOUR SOLE AND EXCLUSIVE REMEDY AND VMWARE'S ENTIRE LIABILITY FOR ANY INFRINGEMENT CLAIMS OR ACTIONS.

9. LIMITATION OF LIABILITY.

9.1 Limitation of Liability. TO THE MAXIMUM EXTENT MANDATED BY LAW, IN NO EVENT WILL VMWARE AND ITS LICENSORS BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OF DATA, OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL, DAMAGES, THE PRECEDING LIMITATION MAY NOT APPLY TO YOU, VMWARE'S AND ITS LICENSORS' LIABILITY UNDER THIS EULA WILL, NOT, IN ANY EVENT, REGARDLESS

OF WHETHER THE CLAIM IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EXCEED THE LICENSE FEES YOU PAID FOR THE SOFTWARE, IF ANY. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER VMWARE OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

9.2 Further Limitations. VMware's licensors shall have no liability of any kind under this EULA and VMware's liability with respect to any third party software embedded in the Software shall be subject to Section 9.1. You may not bring a claim under this EULA more than eighteen (18) months after the cause of action arises,

10. TERMINATION.

- 10.1 License Term. This EULA will terminate in its entirety upon the termination of the License Term, unless terminated earlier under this Section 10.
- 10.2 Termination for Breach. VMware may terminate this EULA in its entirety effective immediately upon written notice to You if:
 (a) You breach any provision in Section 3 and do not cure the breach within ten (10) days after receiving written notice thereof from VMware; (b) You fail to pay any portion of the fees under an applicable Order within ten (10) days after receiving written notice from VMware that payment is past due; (c) You breach any other provision of this EULA and don't not cure the breach within thirty (30) days after receiving written notice thereof from VMware; or (d) You commit a material breach that is not capable of being cured.
- 10.3 Termination for Insolvency. VMware may terminate this EULA in its entirety effective immediately upon written notice to You if You: (a) terminate or suspend your business; (b) become insolvent, admit in writing Your inability to pay Your debts as they mature, make an assignment for the benefit of creditors; or become subject to control of a trustee, receiver or similar authority; or (c) become subject to any bankruptcy or insolvency proceeding.
- 10.4 Effect of Termination. If VMware terminates this EULA under this Section 10: (a) all Licensed rights to all Software granted to You under this EULA will immediately cease to exist; and (b) You must promptly discontinue all use of all Software, and (destroy all copies of the Software and all License Key(s)) and return, or if requested by VMware, destroy, any related VMware Confidential Information in Your possession or control and certify in writing to VMware that You have fully complied with these requirements. Sections 1 (Definitions), 2.6 (Open Source Software), 3 (Restrictions; Ownership), 5.1 (Records), 5.2 (Audit Rights), 7.2 (Disclaimer of Warranties), 9 (Limitation of Liability), 10 (Termination), 11 (Confidential Information) and 12 (General) will any survive termination of this EULA.

11, CONFIDENTIAL INFORMATION.

- 11.1 Definition. "Confidential Information" means information or materials provided by one party ("Discloser") to the other party ("Recipient") which are in tangible form and labeled "confidential" or the like, or, information which a reasonable person knew or should have known to be confidential. The following information shall be considered Confidential Information whether or not marked or identified as such: (a) License Keys; (b) information regarding VMware's pricing, product roadmaps or strategic marketing plans; and (c) non-public materials relating to the Software.
- 11.2 Protection. Recipient may use Confidential Information of Discloser; (a) to exercise its rights and perform its obligations under this EULA; or (b) in connection with the parties' ongoing business relationship. Recipient will not use any Confidential Information of Discloser for any purpose not expressly permitted by the EULA, and will disclose the Confidential Information of Discloser only to the employees or contractors of Recipient who have a need to know such Confidential Information for purposes of the EULA and who are under a duty of confidentiality no less restrictive than Recipient's duty hereunder. Recipient will protect Confidential Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature but with no less than reasonable care.
- 11.3 Exceptions. Recipient's obligations under Section 11.2 with respect to any Confidential Information will terminate if Recipient can show by written records that such information: (a) was already known to Recipient at the time of disclosure by Discloser; (b) was disclosed to Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of Recipient has become, generally available to the public; or (d) was independently developed by Recipient without access to, or use of, Discloser's Information. In addition, Recipient will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court of similar judicial or administrative body, provided that Recipient notifies Discloser of such required disclosure promptly and in writing and cooperates with Discloser, at Discloser's request and expense, in any lawful action to contest or limit the scope of such required disclosure.
- 11.4 Data Privacy. You agree that VMware may process technical and related information about Your use of the Software which may include internet protocol address, hardware identification, operating system, application software, peripheral hardware, and non-personally identifiable Software usage statistics to facilitate the provisioning of updates, support, invoicing or online services and may transfer such information to other companies in the VMware worldwide group of companies from time to time. To the extent that this information constitutes personal data, VMware shall be the controller of such personal data. To the extent that it acts as a controller, each party shall comply at all times with its obligations under the local legislation applicable in the Territory for the protection of individuals with regard to the processing of personal data. Collected data is subject to VMware's Privacy Policy at http://www.vmware.com/help/privacy.html (http://www.vmware.com/help/privacy.html).

12. GENERAL.

- 12.1 Assignment. This EULA and any Orders, and any of Your rights or obligations thereunder, may not be assigned. subcontracted or transferred by You, in whole or in part, whether voluntary, by operation of contract, law or otherwise, without the prior written consent of VMware. Any attempted assignment or transfer in violation of the foregoing will be null and void. Subject to the foregoing, this EULA will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.
- 12.2 Notices. Any notice delivered by VMware to You under this EULA will be delivered via mail, email or fax,
- 12.3 Waiver. The waiver of a breach of any provision of this EULA shall not constitute a waiver of any other provision or any subsequent breach.

viviwate End Oser License Agreement

- 12.4 Severability. If any provision of this EULA is held to be illegal, invalid or unenforceable, the provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remaining provisions of this EULA will remain in full force and effect.
- 12.5 Compliance with Laws; Export Control; Government Regulations. Each party shall comply with all laws applicable to the actions contemplated by this EULA. You acknowledge that the Software is of United States origin, is provided subject to the U.S. Export Administration Regulations, may be subject to the export control laws of the applicable territory, and that diversion contrary to applicable export control laws is prohibited. You represent that (1) you are not, and are not acting on behalf of, (a) any person who is a citizen, national, or resident of, or who is controlled by the government of any country to which the United States has prohibited export transactions; or (b) any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List; and (2) you will not permit the Software to be used for, any purposes prohibited by law, including, any prohibited development, design, manufacture or production of missiles or nuclear, chemical or biological weapons. The Software and accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation", respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of the Software and documentation by the U.S. Government shall be governed solely by the terms and conditions of this EULA.
- 12.6 Construction. The headings of sections of this EULA are for convenience and are not to be used in interpreting this EULA. As used in this EULA, the word 'including' means "including but not limited to."
- 12.7 Governing Law. This EULA is governed by the laws of the State of California, United States of America, unless mandated by other law. The United Nations Convention for the International Sale of Goods shall not apply.
- 12.8 Third Party Rights. Other than as expressly set out in this EULA, this EULA does not create any rights for any person who is not a party to it, and no person who is not a party to this EULA may enforce any of its terms or rely on any exclusion or limitation contained in it.
- **12.9 Product Guide.** In addition to the above sections, You'r use of the Software is subject to the terms and conditions of the Product Guide, which is incorporated herein by reference.
- 12.10 Order of Precedence. In the event of conflict or inconsistency among the Product Guide, this EULA and the Order, the following order of precedence shall apply: (a) the Product Guide, (b) this EULA and (c) the Order. With respect to any inconsistency between this EULA and an Order, the terms of this EULA shall supersede and control over any conflicting or additional terms and conditions of any Order, acknowledgement or confirmation or other document issued by You, unless the parties execute a written agreement expressly indicating: (i) that such Order shall modify this EULA; or (ii) that the terms of such Order shall supersede and control in the event of any inconsistency.
- 12.11 Entire Agreement. This EULA, including accepted Orders and any amendments hereto, and the Product Guide contain the entire agreement of the parties with respect to the subject matter of this EULA and supersede all previous or contemporaneous communications, representations, proposals, commitments, understandings and agreements, whether written or oral, between the parties regarding the subject matter hereof. This EULA may be amended only in writing signed by authorized representatives of both parties.
- 12.12 Contact Information. Please direct legal notices or other correspondence to VMware, Inc., 3401 Hillview Avenue, Palo Alto, California 94304, United States of America. If You have any questions concerning this EULA, please send an email to info@vmware.com (maillo:info@vmware.com).

Download Products	Purchase Support	Connect with Experts	Find Answers
Visit Download Center (download) Download SDKs & APIs	Review VMware Support Options (/support/serv/ces/index.html)	Visit Community Forums (http://communities.vmware.com)	Visit Product Support Centers (/support/product-support/)
thttp://communities.vmware.com/community/developer/) Download Patches (/mysupport/download)	Request Renewal/Upgrade Quote (tga/tenew)	Join VMware User Groups (/company/events/usergroups_events html)	Read Product Documentation (tridocumentation html)
Sign Up for Patch Alerts (/mysupport/subsct/pt/an/)	Contact VMware Sales (/company/contact_sales.html)	Visit VMworld (http://www.xmworld.com/) Browse Training (/esrv.hes/education-r.html)	Search the Knowledge Base (http://kb.vmware.com)
Read Downloads Help Guide	Locate a VMware Reseller (spanner-locators) View Support Policies (support/polities/index)	Register for Support Days (/support/oustomer_days himl)	Login to Your Account (Jaccounts/) Find Support Help Documents (/support/policles/howto_policles.html)

Copyright @ 2013 VMware, Inc. All rights reserved.

rss feed (http://feeds.vmware.com/)

AGENDA ITEM #21.



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

To Be Completed By Department							
1. Date of Request:	7/18/2013	2. Contract Type:	Expense	Revenue	Other 3. Renewal Contract: Yes No		
4. Department Name:		Information Technol	ogy	5. Department Contact:		JJ Allen	
6. Description:	5. Description: Software maintenance renewal for Storagetek SL500 tape library.						
7. IFAS PEID No:	713824	8. IFAS Req No:	CR308701	9. Orgkey:	1101159100	10. Object Code:	5423500
11. Vendor:		Oracle America In	c	12. Vendor Contract No:			
13. Requested Legal Review: Yes No. (Explain if No) No. standard terms and conditions.							
		Ехрег	diture Budget	/ Revenue Projection	ns		
14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Software Maintenance	5423500	2879.18	2965.56				
22. Totals:		2.879	2,966	*	16	E5	5
	J	To Be Com	oleted By I	Purchasing Dep	artment		
Contract Start Date: 69	61/2013	Auto Renews Yes /	the second secon	Bid No:	A		
Contract End Date: 08	31/2014	Contract # Issued By	Purchasing:	Cm 1329	1		

Yes / No	» ~/A	
Contract # Issued By Purchasing:	M13291	
Approved By:	Signature	Date
Department Heads	Kallen	7/18/2013
Purchasing Agent:		7-31-2013
County Legal:		
Contract listed in Budget Doc	numentation: Yes pro	7/3//2-44



Galveston County Purchase Requisition

Departmen				3-Jul-2013			
Deliver To :	:	INFORMATION TECHNOLOGY	Date Required:	12-Jul-2013	11		
	_		9	T			
Quantity	 Unit	Description	Unit Price	Total	#1	VENDOR #2	#3
1	EA	SOFTWARE MAINTENANCE- SL500 50SLOT W/2 HP	2905.56	2945.56			
		LTO3 2GFC; INSTALLED AT: GALVESTON COUNTY					
		IT-722 MOODY GALVESTON TX 77550 UNITED					
		STATES; CSI NUMBER: 16976235; SERIAL NUMBER:					
		559000101875; STK,3127908802,N,SL50E33; START					
		DATE: 01/SEP/13, END: 31/AUG/14					
		TOTAL		2945.56			
		REQUESTED BY: CLAUDIA PEREZ					
		CALL NUMBER: 58550					
		FOR: SOFTWARE MAINTENANCE RENEWAL FOR					
		STORAGETEK SL500 TAPE LIBRARY					
		iffy the above are required for discharge of my official duties, and I hereby a					
	thereof	and further certify that the requisition contains all separate, sequential and in a manner to avoid compo		m(s) listed, and that requiremen	ts are not	requested	
MMIT							
DHIT				ITSO		b	nit/Date
550	20			OD #GD200701			
Charge to	a/c:	11011591005423500	_	CR#CR308701			
		0 - 1 - 1 - 1 - 1 - 1	Vendors Contacted	:			
Suggested	Vend	IOT: BIDCON OYACL AMERICAS					
			#1				
			#3				
			-				
have this	date	order the above material or services from	Quotations obtaine				
vendor Nu	mpei	רי געון	□ Sealed Bids _ □ Verbal Quotat	Contract tion Agreed	Price		
			Purchase Order No	7.01			
			Date ordered:				20

PURCHASING AGENT



INFORMATION TECHNOLOGY

5WH STORAGETEK SL500 TAPE DRIVE MAINTENANCE

Who:	Infrastructure Support					
What:	Maintenance renewal for the StorageTek SL500 tape library. The SL500 has 50 slots with 2 fiber connected LTO3 tape drives.					
	The contract being requested is the Oracle Premier Support. Additional details on the attached pages.					
Where:	Courthouse Datacenter					
When:	July 31, 2013					
Why:	The SL500 is used for the County's offline media backup. This unit is critical in the County's backup procedure, and if down needs immediate resolution of the problem.					
How:	Oracle; which now owns SunMicrosystems, provided us a quote.					
Estimated of	costs: \$2,965.56					
Charge to:	<u>5423000</u> 5413500					
Submitted by	: <u>Claudia Perez</u> <u>Date: _07/02/2013</u>					
Approved by	:Date:					
	IT Director / Assistant IT Director					



Galveston County Information Technology Call Report - Call Number 58550

Call Details as at 8:55:29 AM, 7/3/2013

Call Details

Type: Request

Call Ref/Job Ref: / Customer: Perez, Claudia
IPK Status: Service Request Customer VIP Status: Unspecified

Talanhana Application 270 6201

IPK Stream:DefaultTelephone:409-770-6201Service:PURCHASE REQUESTOrganization:Information Technology

Config Item: SERVER HARDWARE Location: Courthouse Main

Outage Created: N Logged By: Perez, Claudia

Call Priority: Low Current Officer: Michaels, Lauren

Call State: Open Current Group: Administration

Call Status: Undefined Forward to Officer:
Call Physical Status: In Progress Forward to Group:

Call Description: Support renewal for Storagetek SL 500 Tape Library. See attached documentation.

Call Dates, Times and Expenses

Logged: 7/2/2013 4:37:23 PM **Time Solving:** 0 hrs 15 mins **Total Expenses:** \$0.00

Last Action: 7/3/2013 8:55:21 AM **Downtime:** 16 hrs 18 mins

Objects

Object Name	Upload/Update Date	Description	Security Profile
SL500 Maintenance 2013.docx	7/2/2013 4:41:22 PM	5WH	Unspecified
Galveston CO SUN-US1014860 -	7/2/2013 4:43:05 PM	Renewal notice/quote	Unspecified
2013.pdf			

Call History

Action Date / Time	Officer	Portal	Security Profile	Action Description
7/2/2013 4:37:23 PM	Perez, Claudia	Υ	Unspecified	[Object SL500 Maintenance 2013.docx Uploaded] 5WH
7/2/2013 4:37:23 PM	Perez, Claudia	Υ	Unspecified	[Object Galveston CO SUN-US1014860 - 2013.pdf Uploaded] Renewal notice/quote
7/2/2013 4:37:23 PM	Perez, Claudia	N	Unspecified	[Call Updated]
7/2/2013 4:43:25 PM	Perez, Claudia	N	Unspecified	[IPK rule Route calls from Service Desk over-ridden by Perez, Claudia]
7/2/2013 4:43:32 PM	Perez, Claudia	N	Unspecified	[Call Forward Internally to Group (Administration)]
7/2/2013 4:52:26 PM	Allen, JJ	N	Unspecified	[Open Forwarded Call by Allen, JJ]
7/2/2013 4:52:43 PM	Allen, JJ	N	Unspecified	[Call Forward Internally to Michaels, Lauren (Administration)]
7/3/2013 8:55:21 AM	Michaels, Lauren	N	Unspecified	[Open Forwarded Call by Michaels, Lauren]



2-Jul-13

Claudia Perez
GALVESTON COUNTY
Information Technology
722 Moody Ave. 2nd Fl
Galveston
TX 77550
United States

Dear Claudia Perez

The technical support services and benefits provided under service contract number SUN-US1014860 will expire, or have expired, on 31-Aug-13. Please find attached an ordering document for the renewal of this service contract. If applicable, the attached ordering document may also include incremental technical support services newly acquired.

To ensure that there is no interruption to the technical support services and benefits provided under service contract number SUN-US1014860, please order the technical support services on this ordering document by issuing a form of payment acceptable to Oracle in accordance with the attached Order Processing Details section on or before 2-Aug-13.

If further information is required, please contact me at the e-mail address or telephone number provided below.

Regards,

Kimberly Wasson
Oracle Support Services
E-mail: kimberly.wasson@oracle.com
Tel.:
Fax:



Ordering Document

Service Contract #: SUN-US1014860

Offer Expires: 31-Aug-13

30 NET from date of **Payment Terms:**

invoice

Quarterly in Arrears for

technical support services Billing Terms:

that have been provided

Renewal Contact: Kimberly Wasson

Telephone:

Fax:

kimberly.wasson@oracle.co E-mail:

CUSTOMER: GALVESTON COUNTY

QUOTE TO BILL TO

Account Contact: Claudia Perez Account Contact: Vicki dyer

Account Name: GALVESTON COUNTY GALVESTON COUNTY Account Name: Glaveston County Auditor's

Information Technology Address:

Accounts Payable PO Box 722 Moody Ave. 2nd FI Galveston 1418

TX 77550 Galveston **United States** TX 77553 **United States**

409-770-5417 Telephone: 409 770-5417 Telephone:

Fax: Fax:

claudia.perez@co.glavest E-mail: on.tx.us

vicki.dyer@co.galveston.tx.u E-mail:

Oracle may provide certain information and notices about technical support via e-mail. Accordingly, please verify and update the Quote To and Bill To information above to ensure that such communications and notices are received from Oracle. If changes are required, please e-mail or fax the updated information to Kimberly Wasson at kimberly wasson@oracle.com or . Please also include service contract number SUN-US1014860 on such reply.

Address:

Service Details

Service Level:	Oracle Premier Sup	port for Systems			End Date	e: 31-Aug-14
Product Description		Serial Number	CSI#	Qty	Start Date	Price
SL500 50slot w/2 HP L Installed At: GALVEST	_TO3 2GFC FON COUNTY IT - 722 MO	ODY GALVESTON GALV	16976235 /ESTON TX 7755	1 i0 United	1-Sep-13 I States	2,965.56
STK, , 312790880	02 , N,SL50E33,	559000101875	16976235	1	1-Sep-13	0.00

Subtotal: USD

Total Amount: USD 2,965.56

2,965.56

plus applicable tax

Notes:

- 1. If any of the fields listed above are blank, then such field(s) does not apply for the applicable programs and/or hardware.
- 2. If a change to the Service Details provided above is required, please contact Kimberly Wasson at or at kimberly.wasson@oracle.com and an updated ordering document will be provided to you.

GENERAL TERMS

"You" and "your" refers to the Customer provided above.

In the event that the Customer and the Quote To Account Name provided above are not the same, GALVESTON COUNTY represents that Customer has authorized GALVESTON COUNTY to execute this ordering document on Customer's behalf and to bind Customer to the terms described herein. GALVESTON COUNTY agrees that the ordered services shall be used solely by the Customer and shall advise Customer of the terms of this ordering document as well as information and notices about technical support that Oracle provides to GALVESTON COUNTY during the term of service. Customer agrees that even if the Customer and the Bill To Account Name above are different, that: a) Customer has the ultimate responsibility for payments under this ordering document; and, b) any failure of GALVESTON COUNTY to make timely payment under this ordering document shall be deemed to be Customer's breach of this ordering document; and, c) in addition to any other remedies available to Oracle, it may terminate Customer's support for such nonpayment of fees.

The technical support services acquired under this ordering document are governed by the terms and conditions of the Data Migration - Sun. However, any use of the programs and/or hardware, which includes by definition the updates and other materials provided or made available by Oracle under technical support, is subject to the rights granted for the programs and/or hardware set forth in the order in which the programs and/or hardware were acquired.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs and/or hardware during the period for which fees for technical support have been paid. You should review the technical support policies prior to entering into this ordering document. The current version of the technical support policies may be accessed at http://www.oracle.com/us/support/policies/index.html. Customers who allow technical support to lapse may be subject to Oracle's reinstatement policy in effect at the time of reinstatement.

Order Processing Details

Your order is subject to Oracle's acceptance. An order consists of the following: (i) this ordering document, which incorporates by reference the Data Migration - Sun (ii) a form of payment acceptable to Oracle and (iii) a tax exemption certificate (if applicable). Oracle normally processes orders after receipt of a purchase order or credit card issued in accordance with the Purchase Order and Credit Card Confirmation section below. If Oracle accepts your order, the service start date is the effective date of such order and also serves as the commencement date of the technical support services.

The fees paid for technical support services are non-refundable.

An invoice will only be issued upon receipt of a form of payment acceptable to Oracle. Regardless of the form of payment:

Unless you are an U.S. federal government entity, Oracle's invoice includes applicable sales tax, GST, or VAT (collectively referred to as "tax"). If GALVESTON COUNTY is a tax exempt organization and is not an U.S. federal government entity, a copy of GALVESTON COUNTY's tax exemption certificate must be submitted with GALVESTON COUNTY's purchase order or credit card.

PURCHASE ORDER AND CREDIT CARD CONFIRMATION

Purchase Order

If the technical support services on this ordering document will be ordered and paid under a purchase order, the purchase order must include the following information:

Service Contract #: SUN-US1014860Term of Service: 1-Sep-13 to 31-Aug-14

Final Total: USD 2,965.56 (excluding applicable tax)

- Local Tax, if applicable

In issuing a purchase order, GALVESTON COUNTY agrees that the terms of this ordering document are incorporated into GALVESTON COUNTY's purchase order and that the terms of this ordering document and the terms of the Data Migration - Sun supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the technical support services ordered.

Please e-mail or fax the purchase order to Oracle per the Remittance Details provided below.

Credit Card Confirmation

If the technical support services on this ordering document will be ordered and paid under a credit card, please complete the section below and return it to Oracle per the Remittance Details provided below. Oracle will charge the credit card quarterly in arrears. Please note that Oracle is unable to process credit card transactions of USD100,000 or greater.

- Service Contract #: SUN-US1014860

Term of Service:

1-Sep-13 to 31-Aug-14

Final Total:

USD 2,965.56 (excluding applicable tax)

Credit Card Number
Expiration Date
Billing Address (associated with Credit Card)
City, State, and Zip (associated with Credit Card)
Authorized Signature
Name

The credit card must be valid for the entire Term of Service above. In issuing this credit card confirmation, GALVESTON COUNTY agrees that only the terms of this ordering document and the terms of the Data Migration - Sun shall apply to the technical support services ordered. No terms attached or submitted with the credit card confirmation shall apply.

REMITTANCE DETAILS

Purchase orders, credit card details, or payment confirmation for the technical support services ordered hereto should be sent to:

Attn:

Kimberly Wasson

Oracle Support Services

Fax:

E-mail:

kimberly.wasson@oracle.com

Checks for the technical support services ordered hereto should be sent to:

AK, AZ, CA, HI, ID, NV, OR, UT, WA:

Oracle America, Inc PO Box 44471 San Francisco, CA 94144-4471

All Other States:

Oracle America, Inc PO Box 203448 Dallas, TX 75320-3448

Xerox WorkCentre 7345

Transmission Report

Date & Time: 07/03/2013 10:41 AM

Page: 1(Last Page)

Document has been sent.

Job Date & Time

07/03/2013 10:41 AM

Galveston County Purchase Requisition REGRMATION TECHNOLOGY Date: 25/18/2013	20		Date ordered:		
TOTAL INTERVALED ALBORATION TECHNOLOGY BYFORMATION TECHNOLOGY BYFORMATION TECHNOLOGY Date: 3.1d=2011 Date: 3.1d=2011 Date: 3.1d=2011 Date: 3.1d=2011 Date: 3.1d=2011 Date: 3.1d=2011 Date: 3.1d=2011 Date: 4.1d=2011 D		Agreed Price	Purchase Order Sin		
Galveston County Purchase Requisition BAGRANTION TECHNOLOGY Date		Содине	Quotations obtained by: Sended Birds	ante order the above material or services from	I have this Vendor Nu
TOTAL INFORMATION TECHNOLOGY			3.8.3		
Galveston County Purchase Requisition REGRANTION TECHNOLOGY Date			Vendors Contacted:		Suggested
Galveston County Purchase Requisition REGRATION TECHNOLOGY Date 3.1 de 2011		90870124			Charge to
Galveston County Purchase Requisition Reformation Technology Date 3.1st-2013 Reformation Technology Date		d lint responsements are and re	for companents of the form's) betted, and there bolding process. TSO	интем ана питает стпру пъл тр. Жуци чило солбил а 41 еудийе, зедесби 4 од 41 г. исплите възова сопред	TIMM
Galveston County Purchase Requisition REFORMATION TECHNOLOGY Date: 3.181-2013 Date Required: SOFTWARE MAINTENANCE SLOD SOSLOT W/Z HP LTO3 2GTC, INSTALLED AT: GALVESTON COUNTY IT-722 MOOD'S GALVESTON TX 77550 UNITED STATES, CTS INMERE: 16976235, SERIAL INMERS: SSOOD104 STS, ST. S. J. Z-700HWGZ, ST. SOSTANT DATE OL/SEP/LD, END: 3L/ALIG/LA REQUISETO BY: CLAIDIA PEREZ CALL NUMBER: 58550 FOR: SOFTWARE MAINTENANCE RENEWAL FOR STORKGETEK SLSOD TAPE LIBRARY STORKGETEK SLSOD TAPE LIBRARY	chase	at budgeted bands for the pur	tharter the Purchasing Agent to opinth	Lectify the above are required for discharge of the adjected distinct and I haveley a	
CALL NUMBER 15850 TOPAL NEVER 10 NATIONALE MARTENANCE RENEWALFORK STONAKE MARTENANCE RENEWALFORK STONAKETEK SISSON TAPE UNBARRY STONAKETEK S					
CALL NUMBER SUSSO TAPE LIBRARY FOR AGERTAN SUSSO TAPE LIBRARY FOR AGERTAN SUSSO TAPE LIBRARY GAILVESTON COUNTY Date Required: Sequision Sequision Description Descript					
Galveston County Purchase Requisition REFORMATION TECHNOLOGY Date: A. SIGLACIA REFORMATION TECHNOLOGY Date Required: SOFTWARE MAINTENANCE SIGNO SOSLOT W/2 HP LTO3 2GFC, INSTALLED AT: GALVESTON COUNTY IT-722 MOODY GALVESTON TX 77550 INVITED STATES, CSI NUMBER: 16976235, SERIAL INJURIES. SENDOLOGISTES, STR. ALI Z-YNHWOLZ, SISJORGS, STRATT DATE OL/SEP/13, END: 31/ALIG/14 REQUISED BY: CLAIDIA PERSEZ CALL NUMBER: 58550 FOR: SOFTWARE MAINTENANCE RENEWAL FOR STORNAGETER SISSON TAPE LIBRARRY FORMACE RENEWAL FOR STORNAGETER SISSON TAPE LIBRARRY					
Galveston County Purchase Requisition REFORMATION TECHNOLOGY Date: A. SELECTION DESCRIPTION DATE OLYSPYLD, END. 31/AUG/14 REQUISITED PORTAL REQUISITED IN: CLAIDIA PERIEZ CALL NUMBER: 58550 COLL NUMBER: 58550	-			STORAGETEK SISOO TAPE URRARY	
Galveston County Purchase Requisition				FOR: SOFTWARE MAINTENANCE RENEWAL FOR	
Galveston County Purchase Requisition INFORMATION TECHNOLOGY INFORMATION TEC				CALL NUMBER: 58550	
Galveston County Purchase Requisition				REQUESTED BY: CLAUDIA PEREZ	
Galveston County Purchase Requisition INFORMATION TECHNOLOGY INFORMATION TEC	-			TOTAL	
Galveston County Purchase Requisition INFORMATION TECHNOLOGY INFORMATION TECHNOLOGY Date Required: Date Re					
Galveston County Purchase Requisition INFORMATION TECHNOLOGY INFORMATION TEC	-			DATE OLISEVIA END 31/A1/C/14	
Galveston County Purchase Requisition INFORMATION TECHNOLOGY INFORMATION TECHNOLOGY Date Required: Management of the Region o	1			550000101875; CTC312700H002 N ST50F33; CTAPT	
Galveston County Purchase Requisition NPORMATION TECHNOLOGY Date 3.1±20.11 STORMATION TECHNOLOGY Date Required 透明面的速度形成形成 Total VPADOR SOFTWARE MAINTENANCE SLOD SOKLOT W/Z HP LTO 3 GRC. INSTALLED ATE GALVESTON COUNTY Unit Price Total 4.2 VPADOR LTO 3 GRC. INSTALLED ATE GALVESTON COUNTY Unit Price Total 4.2 VPADOR COUNTY VPADOR COUNTY VPADOR COUNTY VPADOR COUNTY VPADOR COUNTY VPADOR VPADO				TI-722 MOODY CALVESTON IN 77550 UNITED	
Galveston County Purchase Requisition INFORMATION TECHNOLOGY INFORMATION TECHNOLOGY Date Required: ICONGROUSE STATES Description Unit Price Total 1 1200 Total 1	-			LTO3 2GFC; INSTALLED AT: GALVESTON COUNTY	
Galveston County Purchase Requisition EMFORMATION TECHNOLOGY INFORMATION TECHNOLOGY Date Required: Control C					-
INFORM		п			
INFORM		BIFFFFF			Deliver To :
Galveston County Purchase Requisition		13			Departmen
		quisition	urchase Re	Galveston County I	(X
				200	- Landard

Date & Time Sent	Recipient Information	Result
07/03/2013 10:41 AM	prodoc@co.galveston.tx.us	Completed
07/03/2013 10:41 AM	Erin.Quiroga@co.galveston.tx.us	Completed
07/03/2013 10:41 AM	IT-Admin@co.galveston.tx.us	Completed

AGENDA ITEM #22.



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

	To Be Completed By Department						
I. Date of Request:	7/18/2013	2. Contract Type:	Expense	Revenue	Other	3. Renewa	l Contract: No
4. Department Name:		Information Technolo	ogy	5. Department Contact:		JJ Allen	
6. Description:		Subscri	ption renewals for Ba	rracuda web filter 610 energize	updates and instant re	placement.	
7. IFAS PEID No:	701326	8. IFAS Req No:	CR308826	9. Orgkey:	1101159100	10. Object Code:	5423500
1. Vendor: SCW			12. Vendor Contract No:				
	13. Requested Legal Review: YOUND (Explain if No) No, standard terms and conditions.						
		Exper	nditure Budget	: / Revenue Projectio	ns		
14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Software Maintenance	5423500	3000	3703,22				
					_		
22. Totals:		3,000	3.703	as .	¥	:=	æ
	7	To Be Com	pleted By I	Purchasing De	partment		
Contract Start Date:	1/13	Auto Renewa Yes		Bid No:			
Contract End Date: 8/	31 14	Contract # Issued By	Purchasing:	CM 132	9.2		

Approved By:	Signature	Date
Department Heads	SCAllen	1-18-13
Purchasing Agent:		7-31-2013
County Legal:		
Contract listed in Bu	dget Documentation: Yes/No	/ /
County Budget Office:	1 WM	7/3/2011



Galveston County Purchase Requisition

Departmen		INFORMATION TECHNOLOGY	Date :	10-Jul-2013			
Deliver To :		INFORMATION TECHNOLOGY	Date Required:	15-Jul-2013			
Deliver 10.		INTOKINATION TECHNOLOGI	Dute Required	13 Jul 2013			
Quantity	Unit	Description	Unit Price	Total	#1	VENDOR #2	#3
1	EA	SOFTWARE MAINTENANCE- BARRACUDA WEB	2020.01	2010.01			
		FILTER 610; SERIAL NUMBER: 230158; ENERGIZE					
		UPDATES					
1	EA	SOFTWARE MAINTENANCE- BARRACUDA WEB	1483.21	1483.41			
		FILTER 610; SERIAL NUMBER: 230158; INSTANT					
		REPLACEMENT					
		TOTAL		3703.11			
		REQUESTED BY: CLAUDIA PEREZ					
		CALL NUMBER: 58795					
		FOR: SUBCRIPTION RENEWALS FOR BARRACUDA					
		WEB FILTER 610 ENERGIZE UPDATES AND					
		INSTANT REPLACEMENT					
		I^{i}					
	1 cert	 ify the above are required for discharge	 authorize the Purchasing A	I. Agent to commit budgeted funds	for the p	urchase	
	thereof	and further certify that the requisition contains all separate, sequential and in a manner to avoid compe		m(s) listed, and that requiremen	its are not	requested	
MMIT		in a mainer to avoid compe	anive bidding process.				
HIT				ITSO		In	it/Date
Charge to	a/c:	11011591005423500	-	CR#CR308826			
		<u> </u>	Vendors Contacted				
Suggested	Vend	lor: BIDCON JUN	vendors Contacted	•			
			#3				
have this	date	order the above material or services from	Quotations obtaine	d by:			
endor Nu	mber	1: 1013/10	□ Sealed Bids	Contract	D. Z.		
			□ Verbal Quotat Purchase Order No	tion Agreed	Price		
			Date ordered:	×		2	0
				-			

PURCHASING AGENT



INFORMATION TECHNOLOGY

5WH BARRACUDA WEB FILTER SUBSCRIPTION RENEWAL

unty the ability to porting
orm from
13



Galveston County Information Technology Call Report - Call Number 58795

Call Details as at 8:21:41 AM, 7/10/2013

Call Details

Type: Request

Call Ref/Job Ref: / Customer: Perez, Claudia
IPK Status: Service Request Customer VIP Status: Unspecified

IPK Street: Default

IPK Stream:DefaultTelephone:409-770-6201Service:PURCHASE REQUESTOrganization:Information To

Organization: Information Technology Config Item: WEB FILTER Location: Courthouse Main Outage Created: Logged By: Perez, Claudia Call Priority: Current Officer: Low Allen, JJ Call State: Open Current Group: Administration Call Status: Undefined Forward to Officer: Michaels, Lauren

Call Physical Status: Forward Internally Forward to Group:

Call Description: Subcription renewals for Barracuda Web Filter 610 (see attachments)

Call Dates, Times and Expenses

Logged: 7/8/2013 12:54:15 PM **Time Solving:** 1 hr 42 mins **Total Expenses:** \$0.00

Last Action: 7/9/2013 11:38:09 AM **Downtime:** 43 hrs 27 mins

Objects

Object Name	Upload/Update Date	Description	Security Profile
5WH-BarracudaWbFilter Renewal 2013.docx	7/8/2013 12:56:07 PM	5WH	Unspecified
Quote_renewal form.pdf	7/8/2013 12:56:24 PM	Renewal form/quote	Unspecified

Call History

Action Date / Time	Officer	Portal	Security Profile	Action Description
7/8/2013 12:54:15 PM	Perez, Claudia	Υ	Unspecified	[Object 5WH-BarracudaWbFilter Renewal 2013.docx Uploaded] 5WH
7/8/2013 12:54:15 PM	Perez, Claudia	Υ	Unspecified	[Object Quote_renewal form.pdf Uploaded] Renewal form/quote
7/8/2013 12:54:15 PM	Perez, Claudia	Ν	Unspecified	[Call Updated]
7/8/2013 12:56:36 PM	Perez, Claudia	N	Unspecified	[IPK rule Route calls from Service Desk over-ridden by Perez, Claudia]
7/8/2013 12:56:43 PM	Perez, Claudia	N	Unspecified	[Call Forward Internally to Group (Administration)]
7/9/2013 10:10:30 AM	Allen, JJ	N	Unspecified	[Open Forwarded Call by Allen, JJ]
7/9/2013 11:37:55 AM	Allen, JJ	N	Unspecified	[Call Updated]
				Lauren, please do bidcon, please ask that the quotes be 60 day quotes, because once vendor is selected it will have to go on CC.
7/9/2013 11:38:09 AM	Allen, JJ	N	Unspecified	[Call Forward Internally to Michaels, Lauren (Administration)]

+1 408 342 5400 / 888 268 4772 Customer Login Parmer Portal English

PRODUCTS PURCHASE SUPPORT COMPANY NEWS TRAINING & EVENTS

1 can answer your questions

Purchase

It's Time to Reclaim Your Network.

Purchase Online Directly from us.	Purchase via Partner We'll get you connected.	Contact a Sales Rep Guestions? Let's talk.	Request a Free Evaluation 30 days, risk free!	Renow Online Clutck and easy
Renew On Welcome again!				questions regarding renewing your Earracuda your Barracuda Renewal Representative.
Product Information				
		7		
Product	Serial Number	Default Domain	Energize Updates	Instant Replacement
Berracuda Web Filter 610	250168	ca.galveston.tx.us	1 Year (\$2399)	1 Year (\$1999)
	56 8:		大声的时间后: 20×23-40×20	र ग्रेन्डिस के 30 15-4-6-30
Contact Information	# 8 2 22 22 2 22 2	Billing Information	Shipping In	oformation
Last Name		Credit Card No.	Country United State	S
Company Name			Street Address	
Email		expiration Date	City	
		2013	State/Province	e
Phone			Zip/Fostal Code	
Accept the Agreement				

Xerox WorkCentre 7345 Transmission Report

Date & Time: 07/10/2013 12:50 PM

Page: 1(Last Page)

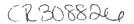
Document has been sent.

Job Date & Time

07/10/2013 12:50 PM

Description Description Description	INTERNATION TECHNOLOGY Description Description Description Date Required: Date Required: Date Required: Description Date Required: Date Required: Description Date Required: Date	Galveston County Purchase Requisition INFORMATION TECHNOLOGY INFORMATION TEC	Unit EA SOFTW EA SOFTW INFORM	PURCHASING AGENT	In	
Part Price Total Price	INFORMATION TECHNOLOGY Description Date Required: EA SOFTMARE MAINTENANCE BARRACIDA WES ELL'REGIO SERUAL NUMBER: 230158; PERGIZE EPOATES EA SOFTMARE MAINTENANCE BARRACIDA WES ELL'REGIO SERUAL NUMBER: 230158; INSTANI REPLACIMENT RE	CALL VIOLED BY CALL NUMBER 2013 & FOR BARLACIDA NEER FOLD BY CALL NUMBER 2013 & FOR BARLACIDA NEER FOR BARLACIDA NEE	Galveston County Purchase Requisition EPRORMATION TECHNOLOGY Date: 10-jul-2013	Victory Prince	Purham Onter to: Date ordered:	
Description Description Description	ETTO JURIL DESCRIPTION TECHNOLOGY DATE REQUIRED: DATE REQUIRED: DATE REQUIRED: DATE REQUIRED: DATE REQUIRED: DATE REQUIRED: DATE RECORDS BUILDING RESEARCH NUMBER: 23013 M; INSTANI REPLACEDISM	INFORMATION TECHNOLOGY INFORM	Galveston County Purchase Requisition Independent	Contract	Quotations obtained by:	have this date order the above material or services from endor Number :
Part Price Total Price	INFORMATION TECHNOLOGY Date Required: EA SOFTMARE MAINTENANCE BARLACIDA WEB EILTER GIO, SERIAL NUMBER: 230128; INSTANI REPLACINENT EA SOFTMARE MAINTENANCE BARLACIDA WEB EILTER GIO, SERIAL MUMBER: 230128; INSTANI REPLACINENT EA SOFTMARE MAINTENANCE BARLACIDA WEB EILTER GIO, SERIAL MUMBER: 230128; INSTANI REPLACINENT ROBER SIRCEUPDATES AND INSTANT REPLACINENT INSTANT REPLACINENT R	TOTAL RECHECCE HOLDS BY: CLAUDIA PEREZ ROSETVACE SURCEMENT STORM STORM STAND RECHECCE HOLDS BY: CLAUDIA PEREZ ROSETVACE NAUNTENANCE BARBACUDA WER RECHECCE HOLDS BY: CLAUDIA PEREZ ROSETVACE NAUNTENANCE BARBACUDA WER RECHECCE HOLDS BY: CLAUDIA PEREZ ROSETVACE NAUNTENANCE BARBACUDA WER RECHECTED BY: CLAUDIA PEREZ ROSETVACE NAUNTENANCE BARBACUDA WER RECHECTED BY: CLAUDIA PEREZ ROSETVACE NEW CLAU	Galveston County Purchase Requisition MEGRAATION TECHNOLOGY Description INFORMATION TECHNOLOGY Description Description INFORMATION TECHNOLOGY Description Description Description INFORMATION TECHNOLOGY Description Description Description Description Description Description Total 41 FILTER 610: SERIAL NUMBER: 23013 % INSTANI ETHTER 610: SERIAL NUMBER: 230		0.00	
Description	INTERNATION TECHNOLOGY Description Description Description Description Description Description Description PURATES SOFTWARE MAINTENANCE AARRACUDA WEB FILTER 610. SERVAL NUMBER: 23013K: INSTAN1 REPLACEMENT REPLACEME	Galveston County Purchase Requisition Information technology Date	Galveston County Purchase Requisition INFORMATION TECHNOLOGY Date: ID-NU-2013		Vendors Contacted:	uggested Vendor: BIDCON
Unit Price Total et	INFORMATION TECHNOLOGY Date Required: INFORMATION TECHNOLOGY	Galveston County Purchase Requisition INFORMATION TECHNOLOGY Date Date Property	Galveston County Purchase Requisition EMEGRAATION TECHNOLOGY Date District	x308926	ap., a	1
Description	DEFORMATION TECHNOLOGY Date Required: Description	Galveston County Purchase Requisition INFORMATION TECHNOLOGY Date	Galveston County Purchase Requisition Internation technology Date Internation		ITSO	HHT
Unit Price EA SOFTWARE MAINTENANCE MARRACIDA WEB FILTER GIO, SERVA NUNBER: 230136: PASTRACIZE CIPDANES EA SOFTWARE MAINTENANCE MARRACIDA WEB FILTER GIO, SERVA NUMBER: 230136: INSTAMI REDI-ACCAUBTT TOTAL REDI-ACCAUBTT REDI-ACCAUBT ACCAUDIA PEREZ CALL NUMBER: 29798 FOR: SURCRIPTION RENEWALS FOR MARIACIDA WEB FILTER GIO ENERGIZE IPPONTES AND INSTAMT REPLACEMENT INSTAMT REPLACEMENT	UNIT UNIT DESCRIPTION DESCRIPTION DATE REQUIRED: DATE REQUIRED: DATE REQUIRED: DATE REQUIRED: DATE REQUIRED: DATE REDIT SERVAL NUMBER: 23/013#; INSTANT REPLACISHENT REPLACISHENT REPLACISHENT REPLACISHENT REPLACISHENT REPLACISHENT RESTRANT REPLACESHENT NESTANT REPLACESHENT	CALVESTON COUNTY Purchase Requisition INFORMATION TECHNOLOGY Date IO_DUZOTS	Unit Description EN SOFTWARE MAINTENANCE MARKACUDA WES FILTER 610; SERIAL NUMBER: 2:0138; INSTANT REDIZENTED BY: CLAUDIA PEREZ CALUNISTISS SHOOS RUSS S	till hudgeted funds for the pureson nd that requirements are not requ	y authorize the Parchasing Agent to comin ind/or components of the femisl listed, a opertuse bidding process,	
Unit Price EA SOFTWARE MAINTENANCE BARRACIDA WEB FILTER 610, SERUAL NUMBER 23013% PARRIGIZE GENOATES AND TOPPA GLESERIAL NUMBER 23013% INSTANT REPLACEMENT REPLACEMENT REPLACEMENT FOR SUBCRUPTION ROBEWALS FOR BARRACIDA REGISTRIE DAY CLAUDIA PEREZ CALL NUMBER 29793 FOR SUBCRUPTION ROBEWALS FOR BARRACIDA WEB FILTER 610 ENERGAZE IPDATES AND INSTANT REPLACEMENT	Unit Description Unit Price Total PARCEDITARIES PRICE PR	Unit Description EA SOFTWARE NAINTENANCE BARRACIDA WEB FILTER 610: SERVAL NUMBER: 230138: PSPRGZE GTOATES EA SOFTWARE NAINTENANCE BARRACIDA WEB FILTER 610: SERVAL NUMBER: 230138: PSPRGZE GTOATES EA SOFTWARE NAINTENANCE BARRACIDA WEB FILTER 610: SERVAL NUMBER: 230138: PSPRGZE GTOATES EA SOFTWARE NAINTENANCE BARRACIDA WEB FILTER 610: SERVAL NUMBER: 230138: PSPRGZE GTOATES EA SOFTWARE NAINTENANCE BARRACIDA WEB FILTER 610: SERVAL NUMBER: 230138: PSPRGZE CALL NUMBER: 230138: PSTRADI RESTARTED BY: CLAUDIA PEREZ CALL NUMBER: 230138: PSTRADI RESTARTED BY: CLAUDIA PEREZ REGUESTED BY: CLA	Unit Description EA SOFTWARE MAINTENANCE REARINACIDA WEB FILTER GIO SERIAL NUMBER: 23013% INSTANI RETORAL NUMBER: 23013% INSTANI RETURN EUROSENAL NUMBER: 23013% INST			
INTER CLEANING PRACTICAL NUMBER 230136 NSTANT REPLACEMENT RECLEMENT OF SEMAL NUMBER 230136 NSPECTE REPLACEMENT REPLACEM	Unit Description	Unit Description EA SOFTWARE MAINTENANCE BARRACIDA WEB FILTER 610; SERIAL NUMBER: 290138; INSTANT REDUCTION REDUCTION FORM	Galveston County Purchase Requisition Impormation technology Date Impuliable			
LINITED TO SENGLA NUMBER 230136 MSTANT EA SOFTWARE MAINTENANCE KARRACIDA WEB FILTEN 0.10. SENGLA NUMBER 230136 MSTANT EA SOFTWARE MAINTENANCE BARRACIDA WEB FILTEN 0.10. SENGLA NUMBER 230136 MSTANT REPLACIMENT REPLACIMENT REPLACIMENT REPLACIMENT REPLACIMENT REPLACIMENT MEMORIA PEREZ CALL NUMBER 230136 PEREZ REPLACIMENTON REPRACAS FOR BARRACIONA WEB FILTEN 0.00 EXENGLE PEDATTS AND INSTANT REPLACIMENT	Unit Description Date Required INSTAUT REPLACEMENT PROCESS PROPERTY	Unit Description EA SOFTWARE MAINTENANCE MARKACIDA WEE FILTER 610 SERIAL NUMBER 230138 INSTAMI REGURACISIENT REGURESTED BY: CLAUDIA PEREZ CALL NUMBER SARVACIDA PEREZ REGURSTID REGURDIA PEREZ REGURDIA PEREZ REGURSTID REGURDA PEREZ REGURSTID REGURDA PEREZ REGURSTID REGURD	Galveston County Purchase Requisition Impormation technology Date Impuliable			
Unit Price EA SOFTWARE MAINTENANCE BARRACIDA WEB FILTER GLO, SERIAL NUMBER: 23013H; PRERGIZE GUDATES EA SOFTWARE MAINTENANCE BARRACIDA WEB EA SOFTWARE MAINTENANCE BARRAC	Unit Description Unit Price Total 14	UNIT DESCRIPTION RECENOLOGY UNIT DESCRIPTION DESCRIPTION WEB ENTER 610 SERVAL NUMBER: 230138: NETAMI REPLACEMENT	Unit DESCRIPTION NEGENOLOGY DATE: LU-JUL-2013 INFORMATION TECHNOLOGY DATE: LU-JUL-2013 INFORMATION TECHNOLOGY DATE: Required: H-SHENDYS-SHEWS-			INSTANT REPLACEMENT
Unit Price EA SOFTWARE MAINTENANCE BARRACIDA WEB FILTER 610, SERUAL NUMBER 230136; DISTRANT EN SOFTWARE MAINTENANCE BARRACITDA WEB FILTER 610, SERUAL NUMBER 230136; DISTRANT REPLACISIENT REPLACIS REPLACIS REPLACIS REPRACION REPREPART REPLACIS REPLACIS REPLACIS REPLACIS REPRACION REPREPART REPLACIS REPLACIS REPLACIS	Unit Date Required Unit Price Total PARCETORIAN TOTAL PRICE TOTAL PRICE TOTAL PRICE TOTAL PRICE PR	Unit Description EA SOFTWARE MAINTENANCE BARRACIDA WEB EN SOFTWARE MAINTENANCE BARRACIDA WEB EN SOFTWARE SHAINTENANCE BARRACIDA WEB EN SOFTWARE SHAINTENANCE BARRACIDA WEB EN SOFTWARE SHAINTENANCE BARRACIDA WEB FILTER 610'S SERIAL NUMBER: 23013/6 INSTAMI REQUESTED IN'S CLAUDIA PEREZ CALL NUMBER: 58705 FOTAL RECUESTED IN'S CLAUDIA PEREZ CALL NUMBER: 58705 FOUR SURRELIFICATION REMEWALS FOR BARRACIDA FOUR SURRELIFICATION REMEMBER FOUR SURREL	Unit Description Unit Price Total PITTER 610; SERVAL NUMBER: 2:0138; INSTAMI REPRACTION WES FOR BARRACIDA WES FOR BARRACIDA WES FOR BARRACIDA WES FOR SERVAL NUMBER: 2:0138; INSTAMI REPRACTABILITARIA (10; SERVAL			WES FILTER 610 ENTROLIZE URDATTS AND
Unit Price EA SOFTWARE MAINTENANCE AURECTIDA WEB FILTEN GIO, SEUAL NUNBER: 230136; ENERGIZE UPDACES EA SOFTWARE MAINTENANCE BARRACTIDA WEB FILTEN GIO, SEUAL NUNBER: 230136; ENERGAZE EA SOFTWARE MAINTENANCE BARRACTIDA WEB FILTER GIO, SERIAL NUNBER: 230136; INSTANI REPLACEMENT FOTAL REQUESTED N°: CLANDIA PEREZ CALL NUNBER: 58755	Date Required : Description Price Pric	CALL NUMBER: 24056 DESCRICT OF STATE DESCRICTORY D	Galveston County Purchase Requisition IMPORMATION TECHNOLOGY Date Required IMPORMATION TECHNOLOGY Date Required IMPORMATION TECHNOLOGY Date Required IMPORMATION TECHNOLOGY Date Required IMPORMATION TECHNOLOGY Date Price IMPORTANCE DATE PRICE IMPORTANCE DATE PRICE IMPORTANCE DATE PRICE IMPORTANCE			FOR: SUBCRIPTION RENEWALS FOR BARRACHDA
INITED AND PERCENTAGE AND ACTION OF PRICE EA. SOTTWARE MAINTENANCE MARKCUDA WEB. FILTEN GIO, SEUAL NUNBER: 23013K INTEREST. (PRACTES EA. SOFTWARE MAINTENANCE BARKCUDA WEB. FILTEN GIO, SERIAL NUNBER: 23013K INSTANT REPLACIMIENT REPLAC	Unit Description Unit Price Total Al SOFTWARE MAINTENANCE MARRACIDA WER Unit Price Total Al SOFTWARE MAINTENANCE MARRACIDA WER Unit Price Total Al SOFTWARE MAINTENANCE BARRACIDA WER UNIT RESIDENTE UNIT RESIDENTE MAINTENANCE BARRACIDA WER BITTRESSENAL NUMBER: 23013% INSTANT REVIACEMENT REVIAC	Galveston County Purchase Requisition	Galveston County Purchase Requisition INFORMATION TECHNOLOGY INFORMATION TECHNOLOGY INFORMATION TECHNOLOGY Date Required: INFORMATION TECHNOLOGY TOTAL INFORMATION TECHNOLOGY INFO			CALL NUMBER: 58795
Unit Price Total 41 EA SOFTWARE MAINTENANCE MARRACIDA WEB FILTER GIO, SERVAL NUMBER: 23013K; PAFRGIZE GUDATIS EA SOFTWARE MAINTENANCE BARBACIDA WEB FILTER GIO, SERVAL NUMBER: 23013K; INSTANT REPLACEMENT REPLACEMENT TOTAL TOTAL	Unit Description Unit Price Total 14	Unit Description EA SOFTWARE MAINTENANCE BARRACIDA WEB EN SOFTWARE MAINTENANCE BARRACIDA WEB EN TOPACE EN SOFTWARE MAINTENANCE BARRACIDA WEB EN TOPACE EN SOFTWARE MAINTENANCE BARRACIDA WEB EN TOPACE SENDA MUNIERE 230138 INSTAMI REPLACIMENT REPLACIM	Galveston County Purchase Requisition INFORMATION TECHNOLOGY INFORMATION TECHNOLOGY INFORMATION TECHNOLOGY INFORMATION TECHNOLOGY Date Required: INFORMATION TECHNOLOGY INFORMATION TECHNOLOGY Date Required: INFORMATION TECHNOLOGY Date Price Total A SOFTWARE MAINTENANCE MARKACUDA WEB FILTER 610:SERIAL NUMBER: 230138: INSTAMI RETVACUSIENT RETVACUSIENT TOTAL			REQUESTED BY: CLAUDIA PEREZ
Unit Price Total Price EA SOFTWARE MAINTENANCE MARRACUDA WEB FILTER GLO, SERVAL NUMBER: 230136: PERFORZE [POATES EA SOFTWARE NAINTENANCE BARUACUDA WEB BILTER GLO, SERVAL NUMBER: 230136: INSTANT REPLACIMIENT REPLACIMIENT	Unit Description Unit Price Total Al	Galveston County Purchase Requisition	Galveston County Purchase Requisition Impormation technology Date Impul2013			TOTAL
Unit Price Total 41 EA SOFTWARE MAINTENANCE BARRACIDA WEB FILTER 610, SERIAL NUMBER 230158; PARRIGIZE GENOATES ADDRESSEAL NUMBER 230158; DISTANT REPLACIANEM REPL	DATE REQUIRED Date Required DESCRIPTION PROBLEM PROCESS	Unit Description FILTER GIO: SERVAL NUMBER: 230138: INSTANT ROYACESIDAT NUMBER: 230138: INSTANT	Galveston County Purchase Requisition IMPORMATION TECHNOLOGY Date Required IMPORMATION TECHNOLOGY Total IMPORMATION TECHNOLOGY Total IMPORMATION TECHNOLOGY IMPORMATION TECHNOLOGY IMPORTANT IMPORT			
LINIT DESCRIPTION UNIT PRICE EA SOTTWARE MAINTENANCE HABRACIDA WER FILTEN GLO, SENAL NUNBER 23013K INTERCE LUDALES EA SOFTWARE MAINTENANCE RARIOCIDA WER FILTER GLO, SERAL NUNBER 22013K INSTAMI	Unit Description Description Description Unit Price FILTER 610: SERVAL NUMBER: 230136: BYERGIZE SOFTWARE NAUNTENANCE: BARUACIDA WEB FILTER 610: SERVAL NUMBER: 230136: BYERGIZE FILTER 610: SERVAL BYERGIZE FILTER 610:	Galveston County Purchase Requisition	Galveston County Purchase Requisition Impormation technology Date Impul2013			REPLACEMENT
Unit Price Total et EA SOFTWARE MAINTENANCE MARRACUDA WEB FULTEN 610, SEUAL NUMBER 23015K PARROZZE GENOATES RA SOFTWARE MAINTENANCE BARRACUDA WEB RA SOFTWARE MAINTENANCE BARRACUDA WEB	Unit Description Description Description Unit Price Total A1 EA SOFTWARE NAINTENANCE MARKACUDA WER FUTUNTES SOFTWARE MAINTENANCE MARKACUDA WER EA SOFTWARE MAINTENANCE MARKACUDA WER EA SOFTWARE MAINTENANCE BARKACUDA WER EA SOFTWARE MAINTENAN	Galveston County Purchase Requisition	Galveston County Purchase Requisition Medriation Technology Date 10-jul-2013			FILTER 610; SERIAL NUMBER: 230158; INSTANT
Unit Description Unit Price Total es EA SOFTWARE MAINTENANCE MARRACUDA WEB FILTER GLO, SEMAI NUMBER 2301 SK ENERGIZE GPOATES	DATE REQUIRED Date Required	Galveston County Purchase Requisition	Galveston County Purchase Requisition INFORMATION TECHNOLOGY INFORMATION TECHNOLOGY Date Required: HOUSENESSES PURCHASE MAINTENANCE MA			
Unit Description Unit Price Total 41 EA SOFTWARE MAINTENANCE MARRACIDA WEB FILTER 610, SERVAL NUMBER: 236158: PREPRICEE	DATE REQUIRED Date Required :	Galveston County Purchase Requisition	Galveston County Purchase Requisition NFORMATION TECHNOLOGY INFORMATION TECHNOLOGY Date Required: MONOROGO Date Required: MONOROGO DATE REQUIRED DATE REQUIRED MONOROGO DATE REQUIRED DATE REQUIRED DATE REQUIRED MONOROGO DATE REQUIRED D			UDDATES.
Unit Price Told 41 EA (SOTTMARE MAINTENANCE MARKCUDA WEB EA (SOTTMARE MAINTENANCE MARKCUDA WEB	DESCRIPTION TECHNOLOGY Date Required: 場質知识的強語等等等 Date Required: 場質知识的強語等等 Date Required: 場質知识的強語等等 Date Required: 場質知识的強語等 Date Required: 場質別に対象 Date Required: 場別に対象 Date Required: Bate Required:	Galveston County Purchase Requisition INFORMATION TECHNOLOGY INFORMATION TECHNOLOGY Date Required: BENEZODS SERVICES Unit Price Total A1 EA SOFTWARE MAINTENANCE BARRACIDA WES	Galveston County Purchase Requisition IMPORMATION TECHNOLOGY Date Required IMPORMATION TECHNOLOGY Date Required IMPORMATION TECHNOLOGY Date Required IMPORMATION TECHNOLOGY Date Required IMPORMATION TECHNOLOGY Date Price Total 41 IMPORMATION WEST IMPORMATION WEST IMPORMATION TECHNOLOGY Date Price Total 41 IMPORMATION WEST IMPORTANCE NARRACION WEST IM			
Unit Description Unit Price Total 13	DATE REQUIRED:	Galveston County Purchase Requisition NIFORMATION TECHNOLOGY Date	Galveston County Purchase Requisition INFORMATION TECHNOLOGY INFORMATION TECHNOLOGY Date Required: Regulation Unit Description Unit Price Total 4			5
	INFORMATION TECHNOLOGY Date Required:	INFORM	INFORM	13		Unit

Date & Time Sent	Recipient Information	Result	
07/10/2013 12:50 PM	prodoc@co.galveston.tx.us	Completed	
07/10/2013 12:50 PM	Erin.Quiroga@co.galveston.tx.us	Completed	
07/10/2013 12:50 PM	IT-Admin@co.galveston.tx.us	Completed	





Southern Computer Warehouse 1395 S Marietta Parkway Building 300-106 Marietta, Georgia 30067 United States http://www.scw.com

Customer Galveston County TX (GT4418) 722 Moody St., Ste. 202 Galveston, Texas 77550 (P) (409) 770-5376

Bill To Galveston County TX ACCOUNTS, PAYABLE PO Box 1418 Galveston, Texas 77553

Quotation Date Jul 15, 2013 5:24 PM EDT Doc # 800603 - rev 1 of 1 Description Barracuda Energize Updates SalesRep Reardon, Josh (P) 770-579-8927 ext. 291 **Customer Contact** Quiroga, Erin (P) 409-770-5391 (F) 409-766-2521 Erin.Quiroga@co.galveston.tx.us

2ND FL INTO TECH Galveston, Texas 77550 (P) 409-770-5377

Ship To

REF, PO

Galveston County TX

722 Moody AVE

Cu: Noi	stomer PO: ne	Ship Via: GROUND					
Special Instructions: None			Carrier Account # None	:			
Ite	n Description			Part #	Qty	Unit Price	Total
Barracuda Energize Updates Virus definitions update - hourly updates - 1 year - for P/N: BYF610A			BYF610A	BYF610A-E1	1	\$2,020.01 \$2	,020.01
Barracuda Instant Replacement Extended service agreement - replacement - 1 year - shipment - 24 h - for BYF610A1. BYF610A3. BYF610A5			ent - 24 h - for P/N: BYF610A,	BYF610A-H1	. 1	\$1,683.21 \$1	,683.21

BUYBOARD 409-12

Subtotal: \$3,703.22

Shipping:

\$0.00 Total: \$3,703.22

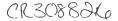
Quote valid for 30 days unless formal bid provides different term. Promotional pricing is valid only during term of promotion and while supplies last.

All returns must be authorized and clearly marked with a valid RMA number:

These prices may not include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above.

Please note that expedited shipping charges are estimated, and could decrease or increase when invoiced.

All prices are subject to change without notice. Supply subject to availability.





Pricing Proposal

Quotation #: 6844067

Description: Barracuda

Reference #: CR308826

Created On: Jul-11-2013

Valid Until: Jul-31-2013

GALVESTON CO

Erin Quiroga

722 MOODY 202 ATTN: ACCOUNTS PAYABLE GALVESTON, TX 77550

United States

Phone: (409) 770-5391 Fax: (409) 766-2521

Email: Erin.Quiroga@co.galveston.tx.us

All Prices are in US Dollar(USD)

	Product	Qty	Your Price	Total
1	Barracuda Energize Updates - Virus definitions update - hourly updates - 1 year - for P/N: BYF610A	1	\$2,094.00	\$2,094.00
	Barracuda Networks - Part#: BYF610A-E1			
2	Barracuda Instant Replacement - Extended service agreement - replacement - 1 year - shipment - 24 h - for P/N: BYF610A, BYF610A1, BYF610A3, BYF610A5 Barracuda Networks - Part#: BYF610A-H1	1	\$1,745.00	\$1,745.00
		53	Total:	\$3,839.00

Additional Comments

Good afternoon. Here is the price quote you requested.

Please provide end-user contact information (first name, last name, and email address) for all orders. Not including this information may result in a delay in order processing.

Also, please include SHI quote number on your PO. Please contact me if you have any questions.

Retrieve your quote:

https://www.shi.com/Quotes/Quoteinfo.aspx

The Products offered under this proposal are subject to the <u>SHI Return Policy</u>, unless there is an existing agreement between SHI and the Customer.



CONTRACT ID#



7503 Standish Place Rockville, MD 20855

QUOTATION

Quote # 23458234.01

PLEASE REFER TO THE ABOVE QUOTE NUMBER WHEN ORDERING

Date:

July 11, 2013

Valid through: August 10, 2013

Account #:

Account Executive: Peter DiGennaro

Phone:

(800) 800-0019 ext. 75072

Fax:

603-683-0993

Email:

pdigennaro@govconnection.com

FOB

QUOTE PROVIDED TO:

AB#: 2192825

COUNTY OF GALVESTON AUDITORS

OFFICE

ACCOUNTS PAYABLE

PO BOX 1418

GALVESTON, TX 77553

DELIVERY

SHIP TO:

AB#: 10957197

TERMS

COUNTY OF GALVESTON 722 MOODY AVE 2ND FL INFORMATION TECHNOLOGY GALVESTON, TX 77550

	1	-30 Day	s A/R/O	Des	stination	NET 30		
*	Line #	Qty	Item #	Manuf. Part #		Description	Price	Ext
	1	1	7145165	BYF610A-E1		ergize Updates Networks/service	\$2,173.31	\$2,173.31
	2	1	7774244	BYF610A-H1		tant Replacement for Web Filter 610 Networks/service	\$1,810.94	\$1,810.94
		Lines:	2				Total Merchandise	\$3,984.25
							Fee	
							Ship Via: Small Pkg Ground Service Level	. pounds
							Shipping and Handling	\$0.00
							Tax	
							TOTAL	\$3,984.25
							* Lease for as low as:	





The Barracuda Premium Support subscription is designed for enterprise customers with a Barracuda Networks model 6xx and above. Premium Support offers the highest level of 24x7 technical support for mission critical environments. Barracuda Networks is committed to meeting the demands of these environments by providing a dedicated and highly-trained technical support team.

Barracuda Networks makes every effort to understand customer support requirements to ensure 100 percent satisfaction. To keep customer challenges to a minimum, Barracuda Networks provides multiple ways to receive immediate technical support to ensure that customer equipment maintains continuous uptime.

Benefits of Premium Support:

- · Response time
- Service level agreements (SLAs) to guarantee issues are quickly resolved, including priority escalation
- Dedicated Premium Support team familiar with the customer's environment to ensure optimal network performance and expedite fast case closure
- Root cause on each issue and development of best practices
- · Advanced notification of new repairs and features in upcoming software releases

	Basic Support	Enhanced Support	Premium Support
Technical Support Center	M-F 9 a.m 5 p.m. phone support 24-hour email support	24x7 phone and email support	Dedicated 24x7 phone and email support
Threat and policy definitions	✓	✓	✓
Firmware maintenance	✓	✓	✓
Access to beta programs	✓	✓	✓
Priority escalation to resolve critical issues		✓	✓
Data migration for replacement unit(s)		✓	✓
Hard disk (RAID) replacement		\checkmark	✓
Service Level Agreements (SLAs)			✓
Dedicated Account Manager			✓
Dedicated Premium Support technical engineers			✓
Proactive Monitoring			~
Dedicated email address for low priority support requests			✓
Complete diagnosis and root cause of issue			✓
Priority access to beta programs			✓
Weekly issues update			✓
Configuration review			✓
Fast-track enhancements via Software Customization			✓
On-site installation and implementation		Charges apply	Charges apply
Barracuda Networks models supported	All models	All models	6xx and above
Barracuda Energize Updates	Required	Required	Required
Barracuda Instant Replacement	Recommended	Required	Required
Term	1, 3 or 5 years	1, 3 or 5 years	1, 3 or 5 years





Value-Add Services:

Technical Support — Barracuda Networks provides Premium Support 24 hours a day, 7 days a week. Premium Support customers request dedicated technical engineers for prompt assistance or send a request to the dedicated email address for lower priority issues.

Service Level Agreements (SLAs) — SLAs provide a simple outline describing how lower priority and mission-critical issues are handled.

Priority Escalation — Premium Support customers receive priority escalation to resolve mission-critical issues, adhering to the current Escalation Policy.

Proactive Monitoring — Dedicated team members constantly monitor the health of unit(s) purchased by customers with Premium Support. Customers are contacted as soon as any potential issues are discovered such as unstable network connectivity or latency, email delivery interruptions, or even fan failures, in order to quard against large amounts of downtime.

Advanced Product Notifications/Beta Programs — Email notifications notify Premium Support customers of the latest firmware updates and upgrades, including upcoming releases and grant priority access to beta programs.

Scheduled Updates – A daily or weekly update is provided to track the status of enhancements and support requests.

Configuration Review — A personalized configuration review is conducted via phone twice a year, upon request, to determine if the unit(s) are configured optimally. Suggestions will be provided with further analysis to ensure the unit(s) continue to operate at peak performance.

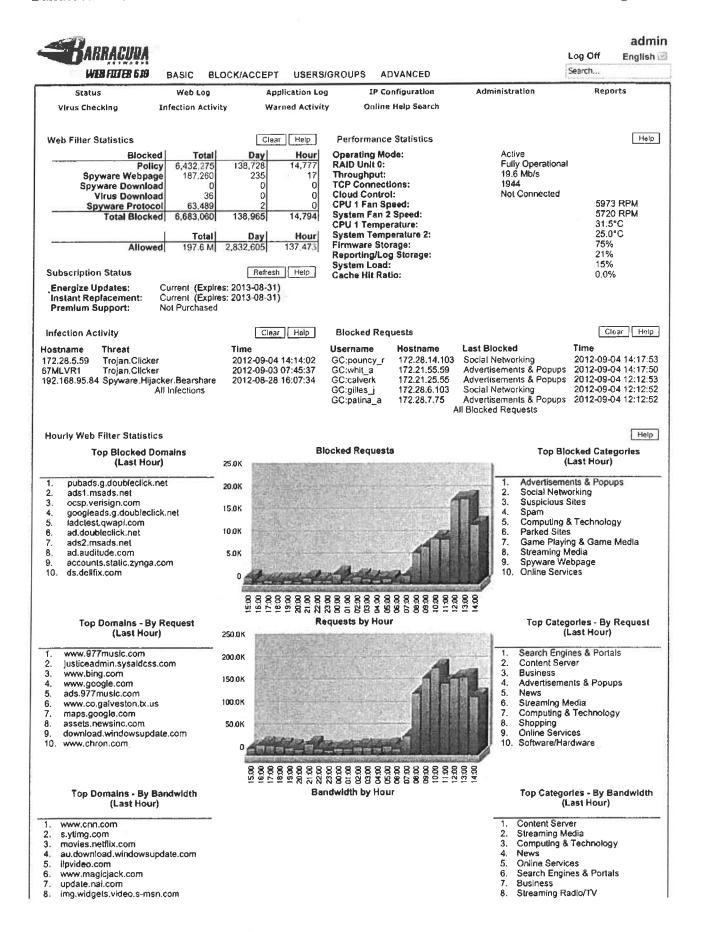
Fast-Track Enhancement Option — Exclusive access to speed the development of requested enhancements; custom quotes provided.

On-Site Installation and Implementation — Available upon request, a sales engineer can assist in on-site installation and implementation for complex network environments at an additional charge.

Other Support Offerings:

Barracuda Energize Updates subscription — The Energize Updates subscription provides Barracuda Networks products with protection against the latest Internet threats and maintains the unit with firmware updates. Definitions are automatically delivered for spam, virus, content categories, spyware filter, intrusion prevention, IM protocols, policies, security updates, attacks, or document formats.

Barracuda Instant Replacement subscription – The Instant Replacement subscription provides an extended warranty, ensures a replacement is shipped overnight upon notification of a failed unit, assists with data migration to new unit, and provides a RAID hard disk replacement as applicable. Instant Replacement also includes enhanced support with extended phone service 24x7. An active Energize Updates subscription is required to purchase Instant Replacement to ensure the best customer experience.



AGENDA ITEM #23.



CEPRA Project No).: <u></u>
	(Agency Lise Only)

PROJECT GOAL SUMMARY (PGS) APPLICATION FORM

For Erosion Response Project Funding Under the Coastal Erosion Planning and Response Act (CEPRA) Cycle 8

Potential project partners must submit all required information using this form.

Applicant Information

Application Type: Regular Submission Emergency Submission
If emergency submission, briefly explain the emergency situation the project proposes to mitigate:
PGS Application Submittal Date (mm/dd/yy):06/29/2013 Date Received:
(Agency Use Only) Project Title: Beneficial Use of Dredged Material- Rollover Bay Reach of GIWW
Name of Potential Project Partner: County of Galveston
Physical Address: 722 Moody, Third Floor, Room 317
City: Galveston Zip+4: 77550-
Point of Contact (POC): Ms. Cynthia Pagan Title: Grants Manager
Phone: 409 - 770 - 5355 ext.: Fax:
Email: cynthia.pagan@co.galveston.tx.us
Authorizing Official (if different from POC): Hon. Mark Henry Title: County Judge
Project Type (check all that apply) ☐ Beach Nourishment ☐ Dune Restoration ☐ Shoreline Protection ☐ Marsh Restoration or Protection ☐ Study/Research Project ☐ Debris Removal ☐ Demonstration Project ☐ Storm Damage Mitigation Project ☐ Post-Storm Damage Assessment Project ☐ Other (describe):
For Beach Nourishment and Dune Restoration projects only:
Does project incorporate beneficial use of dredged material (BUDM)?
Is a sand source identified for beach nourishment?

If "Yes" to either of the above two questions, please respond to the following:

- 1. Location of sand source: GIWW- maintenance dredging Rollover Bay reach
- 2. Owner of sand source: Federal channel, State of Texas submerged lands
- 3. Cost of sand per cubic yard: Dependent on volume of material pumped
- 4. Is the source permitted by the US Army Corps of Engineers? Yes No If no, please attach, if available:
 - a. sieve analysis of sand
 - b. chemical analysis of sand
 - c. archeological survey of borrow area
- 5. Quantity of sand available (cubic yards):
- 6. Describe any availability restrictions: USACE availability and schedule to perform maintenance dredging; execution of project cooperation agreements

Project Length

For Beach Nourishment and Shoreline Protection projects, linear length (in feet) of project: Approximately 3,000 LF, located west of Rollover Pass

For Marsh Restoration projects, linear length (in feet) and acreage: N/A

Project Location

County or counties where project is located:

Galveston

State Representative name(s) /district(s) where project is located:

Hon. Craig Eiland; Texas House District #23

State Senator name(s) /district(s) where project is located:

Hon. Larry Taylor; Texas Senate District #11

US Congressional Representative name(s) /district(s) where project is located:

Hon. Randy Weber; U.S. Representative; 14th Congressional District of Texas

Erosion Rate at Project Location

Describe the erosion rate (feet/year) in the vicinity of the project: BEG information indicates the area adjacent to Rollover Bay on the Bolivar Peninsula to he eroding at approximately 2.5m per year or `~ 8ft. per year.

NOTE: Historical average erosion rate data for Texas Gulf-facing shoreline is found in the Texas Shoreline Change Atlas, published online by the University of Texas at Austin Bureau of Economic Geology at http://igor.beg.utexas.edu/SCA/

Funding Summary

Total CEPRA Funds Requested: ~\$100,000.00 (Incremental cost unknown until project is completed. Galveston County is processing recent receipt of PCA for Feb. 2012 BUDM cycle.

Total Partner Federal Match Funding: ~\$1.3M

Total Partner Non-Federal Match Funding: \$30,000.00 Budgeted by Galveston County for 2013-14 (Feb. 2012 BUDM cycle County cost ~\$16,100.00)

Total Project Cost: \$ Based on volume pumped. Project funds incremental cost to place material on the beach. Galveston County has a USACE permit for placement area.

Sources of Match Funding

In the table below, list secured or potential sources of match funding including any federal funding sources and in-kind services. For each source indicated below, include a signed document on the funding agency's letterhead that indicates approved funding amount; funding availability date; funding expiration date; and other constraints as necessary. Do not include requested CEPRA Cycle 8 funding in this table.

Funding Source for Match	Cash Amount	In-Kind Amount	Is funding committed for the Cycle 8 biennium? (Y/N)	Funding Availability Date (mm/dd/yy) Ex:02/02/13	Funding Expiration Date (mm/dd/yy)	Other Constraints (describe)
Galveston County	\$30,000.00	\$0	●Y CN	10/1/2013	9/30/2014	Project requires Commissioners Court approval for PCA
	\$	\$	@Y ⊂N			
	\$	\$	€Y CN			
	\$	\$	€Y CN	***		
TOTALS	\$30,000.00	0		<u> </u>		4.

Beach Access and Use Plan/Local Coastal Erosion Response Plan Eligibility

If the local government(s) within whose jurisdiction the study or project is proposed is required to administer a beach/dune program, did the local government submit an approved Erosion Response Plan to the GLO? YES

Yes ○ No

If yes, name of the local jurisdiction: County of Galveston

Hazard Mitigation Eligibility

Is there a Hazard Mitigation Plan in place for the proposed project area? YES

If yes, name of local jurisdiction responsible for hazard mitigation: County of Galveston

Is the proposed project eligible for FEMA disaster Public Assistance or mitigation funds under the Hazard Mitigation Grant Program? YES $^{\circ}$ Yes $^{\circ}$ No

Engineered Beach/Dune Maintenance and Monitoring

If the project is proposing re-nourishment of an existing engineered beach/dune or if it is for a new engineered beach/dune nourishment, is an ongoing beach/dune maintenance and monitoring plan in place for the proposed project area?

*Yes • No

Project Description (500-word limit)

Provide a narrative of the project description that addresses each of the following:

Describe the location and geographic scope of the erosion problem:

Rollover Pass is located on the Bolivar Peninsula, in eastern Galveston County in the Gilchrist area, approximately 20 miles east of Galveston. This area is the most narrow location on the peninsula between the gulf and bay. The shoreline on both sides of the Pass is erosional, and sediment is flowing into the federal channel resulting in shoaling. The area of the GIWW that requires maintenance dredging is located immediately "north" of the Pass. Annual maintenance dredging due to entrapment of littoral sediment is necessary.

Describe the desired outcome(s) of the proposed project:

The project will utilize material dredged as part of the maintenance effort for the GIWW, and to provide material for beach nourishment in the vicinity of Rollover Pass. The beach portion of the project is expected to widen the beach and provide increased storm damage protection and increased recreational beach near Rollover Pass, including the restoration of lost sea turtle nesting habitat, while removing hazards to navigation in the GIWW.

Discuss any prior erosion response work, including a listing of any known erosion response studies and investigations in the vicinity of the proposed project, and whether the proposed project compliments existing erosion response measures:

This project is proposed to be a continuation of projects utilizing material dredged from the Gulf Inter-coastal waterway (GIWW). Previous projects were conducted on both the east and west sides of Rollover Pass. More projects have been completed on the west side. West side placements- 1999-2002, 2004, 2006, 2008, 2009, 2010, 2011, and 2012. East side placements 2000, 2003, 2005, 2007. Additional nourishment projects have been implemented in 2000, and 2003.

Describe the proposed work sequencing including, if applicable, whether the proposed project will be divided into phases (e.g. reconnaissance study, preliminary engineering, alternatives analysis/feasibility study, permitting, engineering design, construction):

Much of the previous planning efforts have been included in previous dredging cycles, Galveston County maintains a USACE permit for the placement area, and the USACE possesses the necessary operations and maintenance permits.

Recommend the preferred erosion response alternative that would address the problem, if known:

Beach Nourishment, utilizing BUDM.

Project Benefits

Describe the effect and benefits of the proposed project on public safety, access and public infrastructure and property threatened by erosion:

The proposed project will widen the beach and create additional public recreation areas, as well as provide increased protection to existing infrastructure, such as roads and utilities.

Describe the effects and benefits of the proposed project on private infrastructure and property threatened by erosion:

The increase in beach width will provide additional storm damage protection which is expected to help reduce damage to existing upland structures and property.

Describe the effects and benefits of the proposed project on natural resources threatened by erosion:

The proposed project will widen the beach and increase the nesting habitat available for endangered species including the Kemp Ridley seaturtle and the Piping Plover.

Describe whether the proposed project will provide for the beneficial use of dredged material from the construction and maintenance of navigation inlets and channels of the State:

This project proposes to use sand from the maintenance dredging of the Gulf Intracoastal Waterway and return the dredged sediment to the littoral system west of Rollover Pass.

Describe how project costs are reasonable relative to benefits:

Project costs are off-set by the maintenance costs borne by USACE as a routine cost of the maintenance requirement for the GIWW. Another large project cost assumed by the USACE is mobilization. Project costs are below typical market value and the placement of sand in this area has a tremendous value to the local citizens - the wider beach provides increased storm damage protection to this severely eroding area. This project is specifically only funding the differential cost to place the material on the beach rather than disposing of the material in a dredge spoil disposal area.

Project Permitting

List all required local, state, and federal permits that have been or will need to be acquired to undertake the proposed project:

Permil Type	Estimated Date of Receipt (mm/dd/yy) Ex: 02/02/13	Who will obtain permit?
USACE Permit	Previously Obtained	Galveston County
Galveston County Beachfront Construction Permit	Pending project implementation	Galveston County
USACE Operations / Maintenance Dredging Permit	Previously Obtained	USACE
		-

Elaborate on any known permitting or regulatory issues that will need to be addressed: Galveston County currently possesses a USACE placement permit for the project area, consideration will be required for endangered species windows

For proposed Gulf beach projects, describe how the proposed project will comply with the local beach and dune plan, floodplain administration, and beach access:

All projects are coordinated to ensure compliance with the Galveston County Dune Protection Plan

Project Phasing and Timeline

Is this project a single-phase project or one phase of a multi-phase project? Single Phase project

- Single-Phase Project
- One phase of a multi-phase project

Can the project or phases proposed in this application be completed between 9/1/2013 and 8/31/2015? Yes

Describe the phases of the proposed project, if applicable, including a description of the phases that would extend into future funding cycles:

N/A- project is a single phase project of opportunity in cooperation with the Texas General Land Office and the USACE. Project is not expected to extend into future funding cycles.

Describe anticipated delays due to permitting timelines, match funding approval/timelines, habitat issues, tourist and bird-nesting season provisions, or approval process timelines from local governing bodies:

No delays are expected. Issues are coordinated with the GLO Coastal staff and USACE Operations branch for maintenance dredging; funding is being budgeted by Galveston County; PCA approval is a routine matter of business on Commissioners Court agenda.

Does an adequate financial infrastructure exist to maintain the project/perform post-project monitoring following construction? ${\bf YES}$

If yes, please describe:

The project is contingent on the USACE performing the necessary maintenance dredging of the GIWW, beach nourishment is accomplished as an offset to the disposal issue faced by the USACE. The disposal areas adjacent to the project are nearing capacity; placement on the beach is a Best Management Practice (BMP) with regards to the placement of sediment and is in conformance with the guidelines of Regional Sediment Management (RSM). The USACE is performing maintenance dredging of the GIWW on an annual basis.

Public Support/Other Supporting Documentation

Documentation of Public Support

Attach to this application letters of support you have received from potential co-sponsors, elected officials, affected jurisdictions, and other stakeholders with an interest in and generally documenting support for the project.

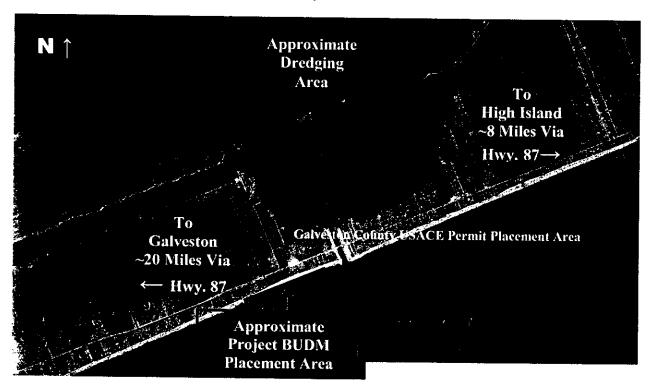
- Bolivar Peninsula Special Utility District
- Galveston County Beach Erosion Task Force
- American Shore and Beach Preservation Association (National Association)
- Bolivar Peninsula Chamber of Commerce
- West Galveston Island Property Owners Association
- Texas Chapter of the American Shore and Beach Preservation Association (State Association)
- Gilchrist Community Association
- Peninsula Development Coalition
- Hon. Judge Patricia Vondra, Justice of the Peace, Precinct 6

Project Location Map Is on the Following Page

Project Location Map

Attach to this application a map with sufficient detail to show the specific geographic location and boundary of the proposed project.

Satellite view of Rollover Bay (East Bay) project area depicting approximate GIWW dredging area, approximate BUDM beach placement area; approximate length of Galveston County USACE permit placement area, location of Rollover Pass, and directional references via Hwy. 87.



AGENDA ITEM #24.



CEPRA Project No	.:
-	(Agency Use Only)

PROJECT GOAL SUMMARY (PGS) APPLICATION FORM

For Erosion Response Project Funding Under the Coastal Erosion Planning and Response Act (CEPRA) Cycle 8

Potential project partners must submit all required information using this form.

Applicant Information

Applicant information
Application Type: Regular Submission Emergency Submission
If emergency submission, briefly explain the emergency situation the project proposes to mitigate:
PGS Application Submittal Date (mm/dd/yy):06/29/2013 Date Received:
(Agency Use Only) Project Title: Engineering Analysis of Submerged Structures Leveraging CIAP
Name of Potential Project Partner: County of Galveston
Physical Address: 722 Moody, Third Floor, Room 317
City: Galveston Zip+4: 77550-
Point of Contact (POC): Ms. Cynthia Pagan Title: Grants Manager
Phone: 409 - 770 - 5355 ext.: Fax:
Email: cynthia.pagan@co.galveston.tx.us
Authorizing Official (if different from POC): Hon. Mark Henry Title: County Judge
Project Type (check all that apply) ☐ Beach Nourishment ☐ Dune Restoration ☐ Shoreline Protection ☐ Marsh Restoration or Protection ☐ Study/Research Project ☐ Debris Removal ☐ Demonstration Project ☐ Storm Damage Mitigation Project ☐ Post-Storm Damage Assessment Project ☐ Other (describe):
For Beach Nourishment and Dune Restoration projects only: N/A
Does project incorporate beneficial use of dredged material (BUDM)? N/A Yes No
Is a sand source identified for beach nourishment? N/A Yes No Proposed project is an investigative / research project to identify submerged structures that could mitigate against erosion.

If "Yes" to either of the above two questions, please respond to the following: N/A

- 1. Location of sand source: N/A
- 2. Owner of sand source: N/A
- 3. Cost of sand per cubic yard: N/A
- 4. Is the source permitted by the US Army Corps of Engineers? N/A

 If no, please attach, if available: N/A
 - a. sieve analysis of sand N/A
 - b. chemical analysis of sand N/A
 - c. archeological survey of borrow area N/A
- 5. Quantity of sand available (cubic yards): N/A
- 6. Describe any availability restrictions: N/A

Project Length

For Beach Nourishment and Shoreline Protection projects, linear length (in feet) of project: N/A

For Marsh Restoration projects, linear length (in feet) and acreage: N/A

Project Location

County or counties where project is located:

Galveston

State Representative name(s) /district(s) where project is located:

Hon. Craig Eiland; Texas House District #23

State Senator name(s) /district(s) where project is located:

Hon. Larry Taylor; Texas Senate District #11

US Congressional Representative name(s) /district(s) where project is located:

Hon. Randy Weber; U.S. Representative; 14th Congressional District of Texas

Erosion Rate at Project Location

Describe the erosion rate (feet/year) in the vicinity of the project: BEG information indicates beaches in Galveston County are eroding as much as ~16ft/yr. and other areas in the County are accreting at ~30ft or (10m).

NOTE: Historical average erosion rate data for Texas Gulf-facing shoreline is found in the Texas Shoreline Change Atlas, published online by the University of Texas at Austin Bureau of Economic Geology at http://igor.beg.utexas.edu/SCA/

Funding Summary

Total CEPRA Funds Requested: \$275,000.00

Total Partner Federal Match Funding: \$409,913.75 + \$15,000.00 of WIK by County staff and consultant in support of the project

Total Partner Non-Federal Match Funding: \$15,000.00 local expense to be reimbursed through CIAP program mentioned above

Total CEPRA CIAP WIK (reimbursed by CIAP Admin.)

Total Project Cost: \$699,913.75 \$325,000.00 + \$495,000.00 + \$15,000.00

Sources of Match Funding

In the table below, list secured or potential sources of match funding including any federal funding sources and in-kind services. For each source indicated below, include a signed document on the funding agency's letterhead that indicates approved funding amount; funding availability date; funding expiration date; and other constraints as necessary. **Do not include requested CEPRA Cycle 8 funding in this table**.

Funding Source for Match	Cash Amount	In-Kind Amount	Is funding committed for the Cycle 8 biennium? (Y/N)	Funding Availability Date (mm/dd/yy) Ex:02/02/13	Funding Expiration Date (mm/dd/yy)	Other Constraints (describe)
Galveston County CIAP Award	\$409,913.75	\$0	€Y CN	09/1/2013	9/30/2014	Project requires Commissioners Court approval
Galveston County	\$	\$15,000.00	@Y CN	09/01/2013		
	\$	\$	€Y CN			
	\$	\$	€Y CN			
TOTALS	\$409,913.75	0				1

+ \$275,000.00

CEPRA request

<u>+ \$ 15.000.00</u>

County staff / consultant WIK (reimbursed by CIAP)

\$699,913.75 **Project Total**

Beach Access and Use Plan/Local Coastal Erosion Response Plan Eligibility

If the local government(s) within whose jurisdiction the study or project is proposed is required to administer a beach/dune program, did the local government submit an approved Erosion Response Plan to the GLO? YES

← Yes ← No

If yes, name of the local jurisdiction: County of Galveston / City of Galveston - Galveston Island

Hazard Mitigation Eligibility

Is there a Hazard Mitigation Plan in place for the proposed project area? YES

⊂ Yes ⊂ No

If yes, name of local jurisdiction responsible for hazard mitigation: County of Galveston City of Galveston

(within city limits)

Is the proposed project eligible for FEMA disaster Public Assistance or mitigation funds under the Hazard Mitigation Grant Program? YES $^{\circ}$ Yes $^{\circ}$ No

Engineered Beach/Dune Maintenance and Monitoring

If the project is proposing re-nourishment of an existing engineered beach/dune or if it is for a new engineered beach/dune nourishment, is an ongoing beach/dune maintenance and

monitoring plan in place for the proposed project area? N/A $^{\circ}$ Yes $^{\circ}$ No Proposed project is an Investigative / Research project

Project Description (500-word limit)

Provide a narrative of the project description that addresses each of the following:

Describe the location and geographic scope of the erosion problem:

The beaches in Galveston County are erosional and are located on the upper Texas coast approximately 50 miles from the city of Houston (City of Galveston area) and approximately 55 miles from the Louisiana border to the Galveston County eastern boundary at High Island. Overall there are approximately 64 miles of coastline in Galveston County, with the vast majority being erosional. Several man-made structures are having great impacts on sediment transport including the North and South Jetties, Rollover Pass and the Galveston groin-field.

Describe the desired outcome(s) of the proposed project:

The proposed project will conduct an investigation into the background, potential types of structures, potential locations, costs, numerical and physical modeling via flume tanks, and project viability estimates. Desired outcomes include identification of viable solutions at viable project locations, and identification of structural alternative projects to provide a guide for future funding applications.

Discuss any prior erosion response work, including a listing of any known erosion response studies and investigations in the vicinity of the proposed project, and whether the proposed project compliments existing erosion response measures:

The proposed project is intended to develop an accurate physical and numerical modeling scenario of alternative interventions that could have a positive effect on reducing erosion in Galveston County. The USACE identified potential solutions through the Sabine Pass to Galveston Bay Shoreline Erosion Feasibility Study, yet that Study has languished in recent years. This proposed project will build upon the knowledge gained in the federal project. Documents developed under the alternatives analysis section of the Sabine Pass to Galveston Bay project can be incorporated into this project as supplemental information.

Describe the proposed work sequencing including, if applicable, whether the proposed project will be divided into phases (e.g. reconnaissance study, preliminary engineering, alternatives analysis/feasibility study, permitting, engineering design, construction): The project will be a multi-step single phase project. Background research will support data collection and will be followed by analysis and report compilation. Activities include population of numerical model fields, physical flume modeling, examine available history and case studies.

Recommend the preferred erosion response alternative that would address the problem, if known:

Completed analysis of submerged structures to mitigate against erosion that provides specific recommendations, project locations, types, cost and viability of potential submerged structures.

Project Benefits

Describe the effect and benefits of the proposed project on public safety, access and public infrastructure and property threatened by erosion:

The proposed project is an investigative research project and if successful can potentially improve conditions across area beaches. Public safety is improved through the development of wider beaches by reducing the amount of sediment lost to erosion. Wider beaches provide greater access to the general public and increase public recreation opportunities.

Describe the effects and benefits of the proposed project on private infrastructure and property threatened by erosion:

If successful, the project will provide a blueprint for erosion reducing structures located offshore of Galveston County beaches. Recent experience with the previous geo-textile tube core dunes saw private property values landward of the man-made dunes increase in value exponentially. This increase results in higher property tax revenues, and provides visible evidence to the local community that their local government is committed to their well-being and protection.

Describe the effects and benefits of the proposed project on natural resources threatened by erosion:

As a research project this proposed project will have little impact on protecting natural resources directly. But, if successful, the plans, specifications and knowledge gained from this project can serve to protect natural resources, endangered species nesting and foraging habitat long into the future.

Describe whether the proposed project will provide for the beneficial use of dredged material from the construction and maintenance of navigation inlets and channels of the State:

This is an Investigative / Research Project and does not include BUDM as a project component.

Describe how project costs are reasonable relative to benefits:

This investigation project seeks to develop solutions for structures that can be constructed offshore and used to mitigate erosion, these structures would be able to be permitted by the resource agencies and supported by multiple levels of government due to the scientific rigor of the proposed analysis. Beach quality sediment is a limited commodity of increasing value. It is good stewardship to seek development of solutions to reduce the loss of this resource.

Project Permitting

List all required local, state, and federal permits that have been or will need to be acquired to undertake the proposed project:

Permit Type	Estimated Date of Receipt (mm/dd/yy) Ex: 02/02/13	Who will obtain permit?
Permits are not required for this investigative / Research Project		

Elaborate on any known permitting or regulatory issues that will need to be addressed: There are not any external permitting issues that could impact this project.

For proposed Gulf beach projects, describe how the proposed project will comply with the local beach and dune plan, floodplain administration, and beach access:

The proposed project is an Investigative / Research project and does not propose to construct any physical structures. All project steps will be coordinated s to ensure compliance with the Galveston County Dune Protection Plan

Project Phasing and Timeline

Is this project a single-phase project or one phase of a multi-phase project? Single Phase project

Single-Phase Project

One phase of a multi-phase project

Can the project or phases proposed in this application be completed between 9/1/2013 and 8/31/2015? Yes

Describe the phases of the proposed project, if applicable, including a description of the phases that would extend into future funding cycles:

N/A- project is a single phase project, it is not anticipated that any steps of the project would extend into future funding cycles.

Describe anticipated delays due to permitting timelines, match funding approval/timelines, habitat issues, tourist and bird-nesting season provisions, or approval process timelines from local governing bodies:

There are not any anticipated issues that could delay the implementation of this project. Once begun the possibility of inclement weather may have an impact on field data collection, jet probe or core sampling.

Does an adequate financial infrastructure exist to maintain the project/perform post-project monitoring following construction? N/A- as an Investigative / Research project post project monitoring is required

← Yes ♠ No

If yes, please describe:

Public Support/Other Supporting Documentation

Documentation of Public Support

Attach to this application letters of support you have received from potential co-sponsors, elected officials, affected jurisdictions, and other stakeholders with an interest in and generally documenting support for the project.

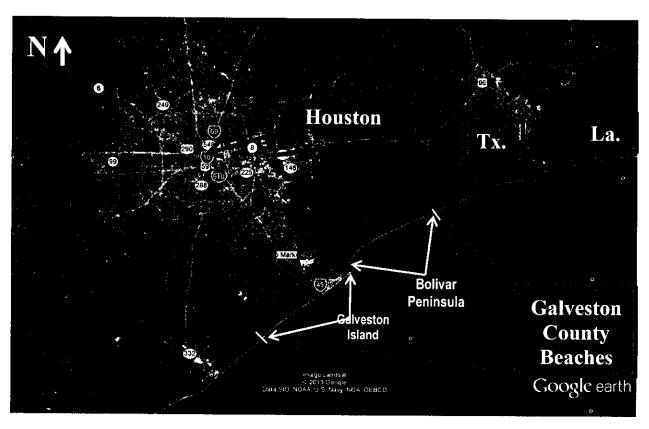
- American Shore and Beach Preservation Association (National Association)
- Hon. Patricia Vondra, Galveston County Justice of the Peace Precinct 6
- Bolivar Peninsula Chamber of Commerce
- Bolivar Peninsula Special Utility District
- Peninsula Development Coalition
- West Galveston Island Property Owners Association
- Texas Chapter of the American Shore and Beach Preservation Association
- Galveston County Beach Erosion Task Force

Project Location Map

Attach to this application a map with sufficient detail to show the specific geographic location and boundary of the proposed project.

Satellite view of beaches in Galveston County.

The Galveston Park Board maintains beaches on Galveston Island and Galveston County maintains beaches on the Bolivar Peninsula.



AGENDA ITEM #25.



CEPRA Project No	.:
	(Agency Use Only)

PROJECT GOAL SUMMARY (PGS) APPLICATION FORM

For Erosion Response Project Funding Under the Coastal Erosion Planning and Response Act (CEPRA) Cycle 8

Potential project partners must submit all required information using this form.

Applicant Information

Application Type: [©] Regul	ar Submission	Emergency S	ubmission		
If emergency submission, l mitigate:	oriefly explain the	emergency si	tuation the pro	oject prop	oses to
PGS Application Submittal	Date (mm/dd/yy):	06/29/2013	Date Receive		
Project Title: North Jetty Sa	nd Search Investiga	ition Leveragii	ng CIAP	(Agency	Use Only)
Name of Potential Project F	artner: County of	Galveston			
Physical Address: 722 Mood	ly, Third Floor, Roc	om 317			
City: Galveston	Zip+4: 77550-				
Point of Contact (POC): Ms	. Cynthia Pagan	Title: G r	ants Manager		
Phone: 409 - 770 - 5355	ext.: Fa	x: -	-		
Email: cynthia.pagan@co.ga	lveston.tx.us				
Authorizing Official (if diffe	rent from POC): H	on. Mark Hen	ry Title: Co	ounty Judg	e
Project Type (check all t ☐ Beach Nourishment ☐ Shoreline Protection ☐ Study/Research Project ☐ Demonstration Project ☐ Post-Storm Damage Ass ☐ Other (describe):	Dune F		or Protection gation Project		
For Beach Nourishment and	Dune Restoration p	projects only:			
Does project incorporate ber	neficial use of dreds	ged material (F	BUDM)? N/A	← Yes	♠ No
Is a sand source identified fo Proposed project is an investi			N/A ially develop a	← Yes sand sourc	[©] No e.

If "Yes" to either of the above two questions, please respond to the following:

1. Location of sand source: N/A

2. Owner of sand source: N/A

3. Cost of sand per cubic yard: N/A

4. Is the source permitted by the US Army Corps of Engineers? Yes No Location of project area is not currently under a USACE permit, possible outcome of proposed project is to develop area as a potential sand source

If no, please attach, if available: N/A

- a. sieve analysis of sand N/A
- b. chemical analysis of sand N/A
- c. archeological survey of borrow area N/A
- 5. Quantity of sand available (cubic yards): Unknown at this time
- 6. Describe any availability restrictions: N/A

Project Length

For Beach Nourishment and Shoreline Protection projects, linear length (in feet) of project: N/A

For Marsh Restoration projects, linear length (in feet) and acreage: N/A

Project Location

County or counties where project is located:

Galveston

State Representative name(s) /district(s) where project is located:

Hon. Craig Eiland; Texas House District #23

State Senator name(s) /district(s) where project is located:

Hon. Larry Taylor; Texas Senate District #11

US Congressional Representative name(s) /district(s) where project is located:

Hon. Randy Weber; U.S. Representative

14th Congressional District of Texas

Erosion Rate at Project Location

Describe the erosion rate (feet/year) in the vicinity of the project: BEG information indicates the area adjacent to the North Jetty is highly accretional at approximately 30ft or (10m) per year while areas to the east are highly erosional approaching8ft/year(2.5m) year.

NOTE: Historical average erosion rate data for Texas Gulf-facing shoreline is found in the Texas Shoreline Change Atlas, published online by the University of Texas at Austin Bureau of Economic Geology at http://igor.beg.utexas.edu/SCA/

Funding Summary

Total CEPRA Funds Requested: \$325,000.00

Total Partner Federal Match Funding: \$495,000.75 + \$15,000.00 of WIK by County staff and consultant in support of the project

Total Partner Non-Federal Match Funding: \$15,000.00 local expense to be reimbursed through CIAP program mentioned above

Total CEPRA CIAP WIK (reimbursed by CIAP Admin.)

Total Project Cost: \$835,000.75 \$325,000.00 + \$495,000.00 + \$15,000.00

Sources of Match Funding

In the table below, list secured or potential sources of match funding including any federal funding sources and in-kind services. For each source indicated below, include a signed document on the funding agency's letterhead that indicates approved funding amount; funding availability date; funding expiration date; and other constraints as necessary. Do not include requested CEPRA Cycle 8 funding in this table.

Funding Source for Match	Cash Amount	In-Kind Amount	Is funding committed for the Cycle 8 biennium? (Y/N)	Funding Availability Date (mm/dd/yy) Ex:02/02/13	Funding Expiration Date (mm/dd/yy)	Other Constraints (describe)
Galveston County CIAP Award	\$495,000.75	\$0	€Y CN	09/1/2013	9/30/2014	Project requires Commissioners Court approval
Galveston County	\$	\$15,000.00	⊕Y CN	09/01/2013		
-	\$	\$	@Y CN			
	\$	\$	€Y CN			
TOTALS	\$495,000.75	\$15,000.00			.l	1

+ \$325,000.00

CEPRA request

+\$ 15,000.00 \$835,000.75 County staff / consultant WIK (reimbursed by CIAP)

Project Total

Beach Access and Use Plan/Local Coastal Erosion Response Plan Eligibility

If the local government(s) within whose jurisdiction the study or project is proposed is required to administer a beach/dune program, did the local government submit an approved Erosion Response Plan to the GLO? YES

If yes, name of the local jurisdiction: County of Galveston

Hazard Mitigation Eligibility

Is there a Hazard Mitigation Plan in place for the proposed project area? YES

←Yes ←No

If yes, name of local jurisdiction responsible for hazard mitigation: County of Galveston

Is the proposed project eligible for FEMA disaster Public Assistance or mitigation funds under the Hazard Mitigation Grant Program? YES $^{\rm @Yes}$ $^{\rm C}$ No

Engineered Beach/Dune Maintenance and Monitoring

If the project is proposing re-nourishment of an existing engineered beach/dune or if it is for a new engineered beach/dune nourishment, is an ongoing beach/dune maintenance and

monitoring plan in place for the proposed project area? N/A

Proposed project is an Investigative / Research project

Project Description (500-word limit)

Provide a narrative of the project description that addresses each of the following:

Describe the location and geographic scope of the erosion problem:

The Bolivar Peninsula is located in eastern Galveston County beginning on the eastern shore of Galveston Bay and continuing eastward to Chambers County approximately 7/10's of a mile east of High Island and is a narrow sandy spit between the gulf and bay. The shoreline along the majority of the peninsula is erosional, and there are limited upland borrow sources available. The west end of the peninsula is stable or accreting due to the influence of the North Jetty, however, moving eastward the beaches turn from accretional to stable to erosional. Adequate sediment resources are not available to combat this issue outside of developing a source adjacent to the North Jetty. Sediment from as far east as Sabine Pass (~35 miles) has been transported through natural processes to the North Jetty area and has become trapped for decades (since the early 1890's), lost to those eroding beaches. Intent of this application is to coordinate activities with GLO; original CIAP project timeline estimates 36 months,; however, project can be implemented much faster to avoid extension into a separate funding cycle.

Describe the desired outcome(s) of the proposed project:

The proposed project will result in the potential delineation of a viable, environmentally feasible sand source, available as a source for dune restoration and beach nourishment projects. The North Jetty is a potentially "self-sustaining" source due to the natural net littoral transport that continues to trap sand against the North Jetty. It is reasonable to consider a back-passing schedule/system to return the trapped sediment to its originating area through the development of the North Jetty area as a sand source.

Discuss any prior erosion response work, including a listing of any known erosion response studies and investigations in the vicinity of the proposed project, and whether the proposed project compliments existing erosion response measures:

The proposed project is investigating an area that has largely not been examined as a potential sand source utilizing state of the art equipment and techniques. The GLO, Galveston County and the USACE have previously (2003-2006) conducted offshore investigations, but not in the area immediately east of the north Jetty. The proposed project will increase the level of knowledge regarding the volume, quality and availability of sediment adjacent to the North Jetty.

Describe the proposed work sequencing including, if applicable, whether the proposed project will be divided into phases (e.g. reconnaissance study, preliminary engineering, alternatives analysis/feasibility study, permitting, engineering design, construction): The project will be a multi-step single phase project. Background research will support data collection and will be followed by analysis and report compilation.

Recommend the preferred erosion response alternative that would address the problem, if known:

Completed sand source investigation report with an amended USACE permit that includes the North Jetty area as an approved borrow source available to support heach nourishment and dune restoration projects. As additional information please see attached Project Narrative for CIAP project. Awarded CIAP project has a 36 month timeframe; however, the North Jetty Sand Source investigation can be implemented and completed in a much quicker manner. As an example CEPRA funds can be utilized early in the project to obtain additional core samples or other specific project components.

Project Benefits

Describe the effect and benefits of the proposed project on public safety, access and public infrastructure and property threatened by erosion:

The proposed project is an investigative research project and if successful can potentially improve conditions on Bolivar peninsula beaches through the implementation of coastal restoration projects. Additionally, accretion rates adjacent to the North Jetty are such that they are posing a hazard to boating traffic resulting in their running aground at greater and greater distances from shore.

Describe the effects and benefits of the proposed project on private infrastructure and property threatened by erosion:

If successful, the project will provide a major new source of sediment for coastal projects that can ultimately serve to increase beach width and dune height, serving to help reduce storm surge and provide upland storm damage benefits.

Describe the effects and benefits of the proposed project on natural resources threatened by erosion:

A new sand source can be utilized to widen the beach and increase the nesting habitat available for endangered species including the Kemp Ridley seaturtle and the Piping Plover

Describe whether the proposed project will provide for the beneficial use of dredged material from the construction and maintenance of navigation inlets and channels of the State:

This is an Investigative / Research Project and does not include BUDM as a project component.

Describe how project costs are reasonable relative to benefits:

A new, larger, "self-sustaining" borrow area could have a beneficial impact on the cost of beach quality sand. Presently sand ranges from \$25 to \$35cu/yd. A new source can help to lower those costs. This investigative project could potentially serve as a basis to develop a back-passing process to have a perpetual nourishment ongoing.

Project Permitting

List all required local, state, and federal permits that have been or will need to be acquired to undertake the proposed project:

Permit Type	Estimated Date of Receipt (mm/dd/yy) Ex: 02/02/13	Who will obtain permit?
Permits are not required for this Investigative / Research Project		

Elaborate on any known permitting or regulatory issues that will need to be addressed: There are not any external permitting issues that could impact this project; however it does include the beginning of a USACE permit amendment process if the sand search is successful.

For proposed Gulf beach projects, describe how the proposed project will comply with the local beach and dune plan, floodplain administration, and beach access:

The proposed project is an Investigative / Research project and does not propose to construct any physical structures. All project steps will be coordinated s to ensure compliance with the Galveston County Dune Protection Plan

Project Phasing and Timeline

Is this project a single-phase project or one phase of a multi-phase project? Single Phase project

Single-Phase Project

One phase of a multi-phase project

Can the project or phases proposed in this application be completed between 9/1/2013 and 8/31/2015? Yes. As proposed in CIAP project narrative the project is approximately 36 months however, can be implemented in a much shorter manner.

Describe the phases of the proposed project, if applicable, including a description of the phases that would extend into future funding cycles:

N/A- project is a single phase project, it is not anticipated that any steps of the project would extend into future funding cycles..

Describe anticipated delays due to permitting timelines, match funding approval/timelines, habitat issues, tourist and bird-nesting season provisions, or approval process timelines from local governing bodies:

Issues are coordinated with the USACE Operations branch for maintenance dredging

Does an adequate financial infrastructure exist to maintain the project/perform post-project monitoring following construction? N/A- as an Investigative / Research project post project monitoring is not feasible

Yes ← No

If yes, please describe:

A successful project will result in the incorporation of a new North Jetty borrow source that can be used for future dune restoration and beach nourishment projects.

Public Support/Other Supporting Documentation

Documentation of Public Support

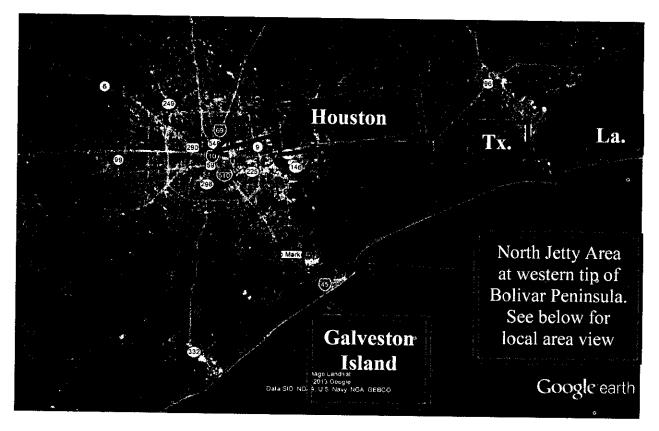
Attach to this application letters of support you have received from potential co-sponsors, elected officials, affected jurisdictions, and other stakeholders with an interest in and generally documenting support for the project.

- American Shore and Beach Preservation Association (National Association)
- Hon. Patricia Vondra, Galveston County Justice of the Peace Precinct 6
- Bolivar Peninsula Chamber of Commerce
- Bolivar Peninsula Special Utility District
- Peninsula Development Coalition
- West Galveston Island Property Owners Association
- Texas Chapter of the American Shore and Beach Preservation Association
- Galveston County Beach Erosion Task Force

Project Location Map

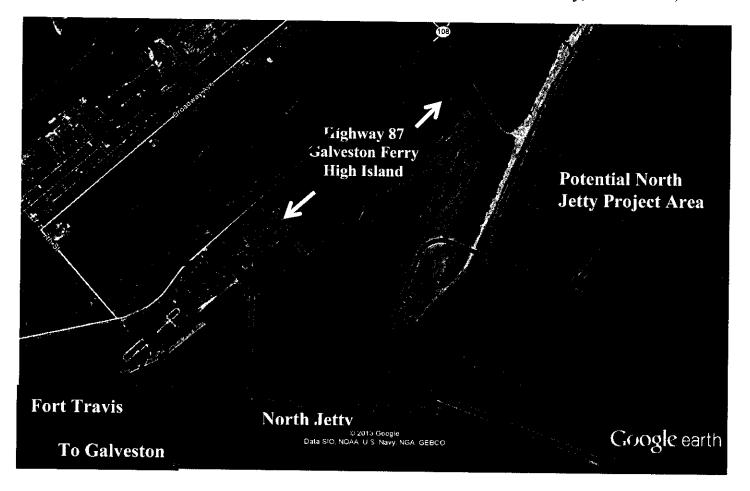
Attach to this application a map with sufficient detail to show the specific geographic location and boundary of the proposed project.

Satellite view upper Texas coast



Local Project area map on the following page

Local Project area map depicting North Jetty project area, North Jetty, Fort Travis,



AGENDA ITEM #26.

GMS Application # 2013-H5827-TX-DJ Attachment 1

For Distribution, Review & Approval By August 15, 2013

PROGRAM NARRATIVE

The cities of Texas City, and Galveston, along with the County of Galveston, are disparate entities that are submitting one joint application for 2013 Justice Assistance Grant funding to the U.S. Department of Justice. Representatives of the three entities have agreed to divide JAG into three equal portions, as authorized in the Interlocal Agreement to be uploaded with this application to the U.S. Department of Justice.

SCHEDULED AWARD:

\$42,672.00 \ No match

PROPOSED SPLIT:

 City of Texas City
 \$ 14,224.00

 City of Galveston
 \$ 14,224.00

 County of Galveston
 \$ 14,224.00

 Total
 \$ 42,672.00

TYPE OF PROGRAM TO BE FUNDED

The three jurisdictions participating in the joint application intend to use JAG funds to continue focusing in the Law Enforcement Programs. This proposal seeks to prevent or reduce crime and violence through the following efforts:

Proposing Agency: Texas City Police Department

The Texas City Police Department is looking to purchase Tactical Equipment, Tactical Patrol Equipment and Investigative Surveillance Equipment. This equipment may include items such as includes tactical patrol specialized uniforms, tactical "duty rigs", duty weapons, rifles and attachments, non-lethal weapons/Tasers, and covert surveillance equipment. The proposed equipment will outfit tactical patrol units enhancing the Officers safety and effectiveness of their crime suppression and reduction efforts.

Proposing Agency: Galveston Police Department

The Galveston Police Department is looking to purchase tactical patrol equipment and Investigative Surveillance Equipment. This equipment may include items such as includes tactical patrol specialized uniforms, non-lethal weapons/tasers, and video surveillance equipment. The proposed equipment will enhance the Officers safety and effectiveness of their crime suppression and reduction efforts.

Proposing Agency: County Sheriff's Office

The Sheriff's Office seeks to enhance criminal prosecutions with the value and utility of bodyworn audio/video recording devices for protection of officers and citizens alike. Utilizing such technology, officers will be enabled with the proper tools with which to effectively and efficiently record their citizens' contacts at any place and time, as well as provide potential items of evidence that may be used to initiate and enhance criminal prosecutions.

BRIEF ANALYSIS OF NEED

Law enforcement officers across Texas are working to maximize services as budgets remain flat or decline. With extremely tight state and local budgets, JAG funding is essential in many instances for agencies to implement or enhance needed programs. Even so, financial resources to fund more personnel, equipment and supplies are not the only needs identified by criminal justice agencies. Innovative minds in all areas of criminal justice are exploring the uses of automation, computers and emerging technologies to reduce the time necessary to complete routine tasks, free up personnel for more important work, improve safety, and gain greater accountability.

The consortium of law enforcement agencies serving under this application seek to establish and enhance programs with a broad-based positive effect throughout each agency. JAG funds will be used by Texas City, Galveston, and Galveston County to continue much needed equipment to enhance functionality, compatibility and safety which will be greatly realized by the officers on the street.

GMS Application # 2013-H5827-TX-DJ Attachment 3

Review Narrative

The JAG joint application for Galveston County, and the cities of Texas City, and Galveston (GMS # 2013-H5827-TX-DJ) intends to make its Fiscal Year 2013 JAG application available for review and comment during public meetings of the County's Commissioner's Court and councils of the respective cities not later than August 15, 2013. An Interlocal Agreement (proposed language attached) will be presented for approval by the various governing bodies prior to August 15, 2013.

Copies of the application attachments shall be provided upon request to members of the public in attendance at said meetings.

Utilizing the county's Citizen Participation Process, filers requesting public comment shall be posted not later than July 11, 2013 in prominent places at county facilities.

GMS Application # 2013-H5827-TX-DJ Attachment 4

Abstract

County of Galveston is the applicant for a multi-jurisdictional JAG application entitled Galveston County Law Enforcement Technology and Safety Improvement Program.

The goals of this project are to seek to prevent or reduce crime and violence through the uses of automation and emerging technologies to reduce the time necessary to complete routine tasks, free up personnel for more important work, improve safety, and gain greater accountability.

The consortium of law enforcement agencies serving under this application seek to individually and cooperatively utilize JAG funding to establish and enhance programs with a broad-based positive effect throughout each agency.

The strategies presented in this proposal will provide equipment to continue much needed upgrades with components and safety equipment. This will enhance interoperability, capability and safety which will be greatly realized by the officers on the street county wide.

The deliverables will consist of the purchase of equipment and implementation. Reporting the improved efficiency in job performance and reporting increase in program quality. We plan to coordinate the purchase of equipment, installation, and configuration by late 2013 and be completed with full implementation by mid 2014 based on grant award.

PUBLIC NOTICE & REQUEST FOR COMMENTS

The <u>County of Galveston</u>, the <u>City of Galveston</u> and the <u>City of Texas City</u> are submitting a joint application for 2013 Justice Assistance Grant (JAG) Program funds.

The County and Cities propose to divide the JAG grant amount of \$42,672 into three equal portions for purchase of body-worn audio/video recording systems, video surveillance equipment, and law enforcement tactical equipment. The audio/video systems are specifically designed to provide for true and accurate recording of officer's actions while they are engaged in field enforcement operations. Further, as an ancillary benefit, recordings from these systems provide for valuable and generally irrefutable evidence available for use in prosecutorial and other judicial proceedings. The video surveillance equipment will be used in concert with undercover operations, while the tactical equipment will be used to provide greater levels of officer safety.

To offset the cost to local taxpayers, the jurisdictions propose to use JAG funding to procure equipment and technology. Previous JAG funds obtained by these entities were dedicated to these types of projects.

The 2013 project application is being distributed via email to city and county officials in the three jurisdictions. The Galveston County Commissioner's Court, the Texas City City Commission, and Galveston City Council will provide for public comment during regular meetings prior to August 15, 2013. The actual application has been submitted online via the government's GMS system on July 9, 2013 and is pending public comment and review.

Please send comments on this joint application and spending proposal by July 31, 2013 to:

Cindy Pagan/Galveston County Grants Manager 722 Moody, Suite 317 Galveston, TX 77550-2317 Phone: (409) 770-5355

Fax: (409) 766-2539

Email: Cynthia.Pagan@co.galveston.tx.us

Interlocal Governmental Agreement Between the County of Galveston, the City of Texas City, and the City of Galveston

2013 Byrne Justice Assistance Grant (JAG) Program Award

This Interlocal Governmental Agreement is entered into in accordance with Chapter 791 of the Texas Government Code. It is by and between the County of Galveston, the City of Texas City, and the City of Galveston. Its purpose is to agree to an equal split of the 2013 Byrne Justice Assistance Grant awarded of \$42,672.

Whereas, the County of Galveston, acting on behalf of itself and the other parties, has under joint application No. 2013-H5827-TX-DJ applied for and agreed to act as fiscal agent for the 2013 Justice Assistance Grant (JAG) in the amount of \$42,672; and,

Whereas, each of the parties finds that the performance of this Agreement is in their best interest, that the undertaking of this Agreement will benefit the public, and that the equal division of the JAG award fairly compensates each party for the services or functions they are to render; and,

Now, Therefore, the Parties Agree as Follows:

Section 1.

County, as fiscal agent, agrees, within 45 days of the date of receipt of the 2013 JAG funds in the amount of \$42,672 to forward to the City of Texas City \$14,224, and to forward to the City of Galveston \$14,224. The County will retain the balance of the funds.

Section 2.

The funds each party receives will be used for the purposes set forth in the Program Narrative attached hereto as Attachment 1, unless subsequently modified in accordance with grant guidelines.

Section 3.

Each party to this Agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of services by the other party. But, nothing in this Agreement shall be construed to waive the doctrine of sovereign or other form of immunity of any party. Nor shall this Agreement be construed to be for the benefit of or create any rights in any party not a signatory hereto.

Section 4.			
The parties do not intend to creat herein.	e any obligat	ions express or imp	lied other than those set out
Executed effective this the	day of	, 2013.	
County of Galveston			Attest:
Mark Henry County Judge	-		Dwight Sullivan County Clerk
Executed effective this the	day of	, 2013.	
City of Texas City			Attest:
Matthew T. Doyle Mayor			Nicholas Finan City Secretary
Executed effective this the	day of	, 2013.	
City of Galveston			Attest:
Lewis Rosen Mayor			Janelle Williams City Secretary

Interlocal Governmental Agreement Between the County of Galveston, the City of Texas City, and the City of Galveston

2013 Byrne Justice Assistance Grant (JAG) Program Award

This Interlocal Governmental Agreement is entered into in accordance with Chapter 791 of the Texas Government Code. It is by and between the County of Galveston, the City of Texas City, and the City of Galveston. Its purpose is to agree to an equal split of the 2013 Byrne Justice Assistance Grant awarded of \$42,672.

Whereas, the County of Galveston, acting on behalf of itself and the other parties, has under joint application No. 2013-H5827-TX-DJ applied for and agreed to act as fiscal agent for the 2013 Justice Assistance Grant (JAG) in the amount of \$42,672; and,

Whereas, each of the parties finds that the performance of this Agreement is in their best interest, that the undertaking of this Agreement will benefit the public, and that the equal division of the JAG award fairly compensates each party for the services or functions they are to render; and,

Now, Therefore, the Parties Agree as Follows:

Section 1.

County, as fiscal agent, agrees, within 45 days of the date of receipt of the 2013 JAG funds in the amount of \$42,672 to forward to the City of Texas City \$14,224, and to forward to the City of Galveston \$14,224. The County will retain the balance of the funds.

Section 2.

The funds each party receives will be used for the purposes set forth in the Program Narrative attached hereto as Attachment 1, unless subsequently modified in accordance with grant guidelines.

Section 3.

Each party to this Agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of services by the other party. But, nothing in this Agreement shall be construed to waive the doctrine of sovereign or other form of immunity of any party. Nor shall this Agreement be construed to be for the benefit of or create any rights in any party not a signatory hereto.

Section 4.			
The parties do not intend to cr herein.	reate any obliga	ations express or	implied other than those set out
Executed effective this the	day of	, 2013.	
County of Galveston			Attest:
Mark Henry County Judge			Dwight Sullivan County Clerk
Executed effective this the	day of	, 2013.	
City of Texas City			Attest:
Matthew T. Doyle Mayor			Nicholas Finan City Secretary
Executed effective this the	day of	, 2013.	
City of Galveston			Attest:
Lewis Rosen Mayor			Janelle Williams City Secretary

Interlocal Governmental Agreement Between the County of Galveston, the City of Texas City, and the City of Galveston

2013 Byrne Justice Assistance Grant (JAG) Program Award

This Interlocal Governmental Agreement is entered into in accordance with Chapter 791 of the Texas Government Code. It is by and between the County of Galveston, the City of Texas City, and the City of Galveston. Its purpose is to agree to an equal split of the 2013 Byrne Justice Assistance Grant awarded of \$42,672.

Whereas, the County of Galveston, acting on behalf of itself and the other parties, has under joint application No. 2013-H5827-TX-DJ applied for and agreed to act as fiscal agent for the 2013 Justice Assistance Grant (JAG) in the amount of \$42,672; and,

Whereas, each of the parties finds that the performance of this Agreement is in their best interest, that the undertaking of this Agreement will benefit the public, and that the equal division of the JAG award fairly compensates each party for the services or functions they are to render; and,

Now, Therefore, the Parties Agree as Follows:

Section 1.

County, as fiscal agent, agrees, within 45 days of the date of receipt of the 2013 JAG funds in the amount of \$42,672 to forward to the City of Texas City \$14,224, and to forward to the City of Galveston \$14,224. The County will retain the balance of the funds.

Section 2.

The funds each party receives will be used for the purposes set forth in the Program Narrative attached hereto as Attachment 1, unless subsequently modified in accordance with grant guidelines.

Section 3.

Each party to this Agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of services by the other party. But, nothing in this Agreement shall be construed to waive the doctrine of sovereign or other form of immunity of any party. Nor shall this Agreement be construed to be for the benefit of or create any rights in any party not a signatory hereto.

Section 4.			
The parties do not intend to creherein.	eate any obliga	tions express or i	implied other than those set out
Executed effective this the	day of	, 2013.	
County of Galveston			Attest:
Mark Henry County Judge			Dwight Sullivan County Clerk
Executed effective this the	day of	, 2013.	
City of Texas City			Attest:
Matthew T. Doyle Mayor			Nicholas Finan City Secretary
Executed effective this the	day of	, 2013.	
City of Galveston			Attest:
Lewis Rosen Mayor	_		Janelle Williams City Secretary

GMS Application # 2013-H5827-TX-DJ Attachment 2

For Distribution, Review & Approval By August 15, 2013

BUDGET NARRATIVE

Galveston County and the cities of Texas City, and Galveston propose to use 2013 JAG funds to continue with upgrades in technology improvement program to include components to enhance compatibility and capability targeting interoperability and safety started with the 2005 JAG funds. This year's program seeks to continue to enhance agency interoperability, officer safety, investigation improvements, and criminal prosecution. The tactical, tactical patrol and investigative surveillance equipment requested below have been proving to support officer safety and increase prosecution of criminals which make our community a safer place to live.

Galveston County will serve as the fiscal and administrative agent and will distribute funds to the other entities.

No JAG funds will be used by any of the political subdivisions for administrative purposes. All funds will be used to purchase equipment, as described below, please note these are estimated:

JAG 2013 PROPOSED BUDGET								
Jurisdiction	Project	JAG funds						
City of Galveston	Tactical Patrol Equipment & Investigative Surveillance Equipment	14,224.00						
City of Texas City	Tactical Equipment, Tactical Patrol Equipment, Investigative Surveillance Equipment	14,224.00						
County of Galveston	Body-Worn Officer Safety Audio/Video Systems	14,224.00						
TOTAL		42,672.00						

ESTIMATED TIMEFRAME:

Public Review & Comment, MOU Executions by County of Galveston, City of Galveston, and City of Texas City

Not later than August 15, 2013

Obtain JAG funding

October, 2013

Establish grant accounts with County Auditor

October, 2013

Distribute grant funds

November, 2013

Procure components and equipment

December, 2013 – February, 2014

Full system implementation

February, 2014 – June, 2014

AGENDA ITEM #27.a.



Cheryl E. Johnson, RTA

Assessor and Collector of Taxes Galveston County

Galveston County Courthouse 722 Moody Avenue, Galveston, Texas 77550 Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277 Cheryl.E.Johnson@co.galveston.tx.us



July 22, 2013

The Honorable Mark Henry Galveston County Judge 722 Moody Street Galveston, Texas 77550

Re: Tax Refunds in Excess of \$2,500.00

Dear Judge Henry:

In accordance with Section 31.11 (a) of the Texas Property Tax Code, I hereby request approval of the following refund (s):

Account Number	<u>Amount</u>	Reason
2355-0000-0037-000	\$2985.79	Overpayment
2965-0166-0009-000	\$2596.90	Overpayment
5320-0287-0001-000	\$4328.78	Overpayment
5568-0002-2004-000	\$5030.67	Overpayment
5911-0002-0020-000	\$3039.86	Overpayment
6595-0000-0002-000	\$4772.83	Overpayment
8600-0565-4254-000	\$3752.74	Overpayment

Sincerely,

Cheryl E. Johnson

June Overages

Refunds in Excess of \$2,500.00

Account Number	Amount	Reason	
2355-0000-0037-000	\$2,985.79	Overpayment	
2965-0166-0009-000	\$2,596.90	Overpayment	
5320-0287-0001-000	\$4 <i>,</i> 328.78	Overpayment	
5568-0002-2004-000	\$5,030.67	Overpayment	
5911-0002-0020-000	\$3,039.86	Overpayment	
6595-0000-0002-000	\$4,772.83	Overpayment	
8600-0565-4254-000	\$3,752.74	Overpayment	
		. ,	

AGENDA ITEM #28.a.

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW

OFFICE ADDRESS: 518 – 9TH AVENUE NORTH, TEXAS CITY, TX 77590-6317 MAILING ADDRESS: P. O. DRAWER 2789, TEXAS CITY, TEXAS 77590-2789

Brent Richbook, Partner

409/948-3401 FAX 409/945-9814

Mark E. Ciavaglia, Managing Partner Mark.Ciavaglia@publicans.com

June 19, 2013



Ms. Dianna Martinez Commissioner's Court Galveston County Courthouse 722 Moody Galveston, TX 77550

GALVESTON COUNTY JUDGE

RE: Bids on Galveston County Tax Foreclosed Resale Property

Not Approved By Commissioner's Court

Grantee: Melvin D. Hudnall, Sr.

Dear Ms. Martinez,

We have received an offer on the Tax Foreclosed Properties for which the County of Galveston is the Trustee. This offer was reviewed by the LaMarque-Hitchcock Tax Foreclosed Property Resale committee and they have approved the sale. Please schedule this for review by the Commissioner's Court. Attached for the Commissioner's reference is a copy of the Bid Analysis, Proceeds Distribution Form, Bid Form, Galveston CAD Property Information and CAD Tax Map for this property.

Cause #

CAD#

Bid Amount

Recording Fee

Check #

08TX0561

2855-0000-0015-000

\$ 4,040.37

\$ 28.00

10540204088

If this sale is approved, please have Judge Mark Henry sign the enclosed Trustee's Deed. Also enclosed is the recording fee check for the property as shown above.

If you have any questions, please give me a call.

Best regards

Judy A. Fuller

Executive Administrative Assistant to

Mark E. Ciavaglia

JF: encls

TAX FORECLOSURE SALE BID ANALYSIS

Galveston County, Trustee

PROPERTY DESCRIPTION

LEGAL DESCRIPTION: Lot 15, Crane Addition, Galveston County, Texas

LOCATION: 2109 Irene Dr., LaMarque, TX 77568

CAD ACCOUNT #:

Land HS \$ 3,740

2855-0000-0015-000

Imp HS \$108,140

JUDGEMENT INFORMATION

DATE SHERIFF'S SALE: 01/03/12 REDEMPTION EXPIRES: 01/24/14

CAUSE # 08TX0561

STYLED: Galveston County, et al. vs.

Sonia Suita Devi Sukal, et al.

DATE DEED RECORDED:

RECORDING REFERENCE:

01/24/12

2012004027

COSTS:

GRAND TOTAL/JUDGEMENT AMT:

\$ 28,498.60

TAX RESALE INFORMATION

BID AMOUNT: \$4,040.37

NAME OF BIDDER: Melvin D. Hudnall, Sr.

2230 Main

LaMarque, TX 77568

SEAL BID REAL ESTATE

12/21/2012

PROPERTY LOCATION:

2109 IRENE DR.

LAMARQUE, TEXAS 77568

PROPERTY ID AND LEGAL DESCRIPTION

R196584

2855-0000-0015-000

ABST 150 PAGE 4 LOT 15 CRANE ADDN.

AMOUNT OF SEAL BID - \$ 4040.37

COMMENTS: Thank you sir for the opportunity to bid on the property mentioned above as per our conversation on 12/05/2012. I hope this form of bid is sufficient for your company needs and pray that it is accepted by your committee. My contact information is below and again I say thank you for your time in this matter it is greatly appreciated.

MELVIN D. HUDNALL SR.

230 MAIN

LAMARQUE, TEXAS 77568

CELL - 409-682-6488

HOME/FAX -409-209-0504



PHONE 979.297.1154 • 800.839.1154

1001 FM 2004 • LAKE JACKSON, TX 77566-4012

THIS IS A JEYAS OW EMPLOYEES CREDIT UNION OFFICIAL TELLER'S CHECK. TEXAS DOW EMPLOYEES CREDIT UNION MAY REQUIRE PERSONAL MODAMIFICATION AND THE PURCHASE OF AN INCEMNITY BOND BEFORE A STOP PAYMENT IS FLACED ON AN OFFICIAL CHECK FOR THE REASON OF LOST OR DESTROYED.

OFFICIAL CHECK

NO. 519627

ISSUED BY: MONEYGRAM PAYMENT SYSTEMS, INC. P.O. BOX 9476, MINNEAPOLIS, MIN 55480 WACHOVIA BANK, N.A. BULGORD, GA

BUFORD, GA

DATE

AMOUNT

19JUN13

* **4040.37

PAYFOUR THOUSAND FORTY AND 37/100 DOLLARS

TO THE

GALVESTON COUNTY***

ORDER

OF

DRAWER: TEXAS DOW EMPLOYEES CREDIT UNION

AUTHORIZED SIGNATURE

Romittors MELVIN D HUDNALL

Money Order includes: 1. Heat sensitive, red stop sign AND 2. MoneyGram image vis MoneyGram.		75-1 91
	05/19/13	
To Validate: Touch the stop sign, then watch it fade and reappear	10540204088 NumEr OkoER	
PAY TO THE ORDER OF:/ PAGAR A LA ALVESTON COUNTY CLER K IMPORTANT:-SEE BACK BEFORE CASHING	AOTIVE TO 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	The second second second
PURCHASER, SIGNER FOR DRAWER / COMPRADOR, FIRMA DEL LIBRADOR PUNCHASER BY SICHING YOU AGREE TO THE SERVICE CHARGE AND OTHER TERMS ON THE REVERSE SIDE	PAKEN OF CENTS	
ADDRESS:/ 2230 MAIN ST. INCL. TX T75G Payable Through Citizens Alliance Bank Clara City, MN MONEYGRAM PAYMENT SYSTEMS, INC.		2000

01/09/2013 Page 1 of 1	١,	Unavailable	Entities Assessed		2011 2010 2009	40 \$108,140 \$108,140	74	\$3,740	¥0	32.	09		80 \$111 880	200	nts	silt Eff Year Value		1970 1970	1970	1970	1970	1970	1970
	Fra		- 6		2041	\$108,140	8	\$3,740	8))	9 9	8	\$111.880		Improve	Year Built		1960	1960	1961	T 967	000	
	THE RESERVE	Ш	GGA		2012	\$108,140	\$0	0,740	0 (.			\$111,880	2		Area		886 220	12	612	612	224	807 08
	Legal Description	RANE ADDN			20				Land NHS \$0	Ag illea			HS Cap		200	9		_		NAA Main Area Addition		WD Wood Deck	
	Legs	ABST 150 PAGE 4 LOT 15 CRANE ADDN													Flooring	8	CP	Bedrooms		Section of	Value		
	Carlo Marchael	ABST 150 F						Seller Name	SUKAL, HENRY	MCINTOSH, BONNIE	SUKAL, HENRY	SUKAL, SONIA S SUKAL PHILLIP & SONIA	WIEDNER, JOHN	CHASE HOME MTG	Roof		HP-TG	Rooms	V. V. C. P. C. D.		Ag		
				Situs Address			Sales	Seller	SUK	MCIN	SUK	SUK	WIEL		building Attributes terior Interior		SR	Year Built	eaments	A 100 to	Market		
	Current Owner	(S)		Situs			Sa	Page							Exterior	1,4,6	NVF	Fireplace	Land Segments	Aros	g c	8301F	
	Curre	ESTON (04074; E (77550-2317			(77568			Volume	2012004027	2010002702	2009015351	2004076633	006-72-1790	003-01-1430	Foundation	90		Baths	56.31	tion		itial Lot	
2013 R196584		COUN 17-GALVES I ON (0407483) 722 MOODY AVE GALVESTON, TX 77550-2317			2109 IRENE DR LA MARQUE, TX 77568		To the second second	Date	01/11/2012	01/20/2010	12/03/2008			Stephenson	Construction	SEC		HeavAC CH-CA		SPTB Description		A9 Residential Lot	

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

TRUSTEE'S DEED

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GALVESTON §

WHEREAS, by Order of Sale, issued by the Galveston County District Court, 405th Judicial District in Cause Numbered 08TX0561 styled "GALVESTON COUNTY, ET AL. VS. SONIA SUITA DEVI SUKAL, ET AL." the Sheriff of Galveston County, on November 28, 2011, seized and levied upon the right, title and interest the defendants had in the premises hereinafter described; and

WHEREAS, the Sheriff on January 3, 2012, sold and conveyed the premises to Galveston County, as Trustee for itself and for LaMarque Indeendent School District, City of LaMarque, College of the Mainland and Drainage District #2 for the sum of Twenty-Eight Thousand Four Hundred Ninety-Eight and 60/100 Dollars (\$28,498.60), it being the highest bidder therefore; and

WHEREAS, the GRANTEE named herein desires to purchase this property for the sum of **Four Thousand** Forty and 37/100 Dollard (\$4,040.37); and

WHEREAS, this sale is authorized pursuant to V.T.C.A., Tax Code §34.05(b).

WHEREAS this sale is authorized pursuant to an Interlocal Agreement between Galveston County, LaMarque Indeendent School District, City of LaMarque, College of the Mainland and Drainage District #2 as permitted under Texas Government Code §791.011; and

WHEREAS the Interlocal Agreement between Galveston County, LaMarque Indeendent School District, City of LaMarque, College of the Mainland and Drainage District #2 provides that the County Judge of Galveston County will execute Trustee's Deeds on behalf of all taxing entities made a party to the Interlocal Agreement pursuant to offers approved by the Resale Committee under the Interlocal Agreement.

NOW, THEREFORE, in consideration of the sum of Four Thousand Forty and 37/100 Dollard (\$4,040.37) paid by the GRANTEE named below, the receipt and sufficiency of which is acknowledged, Galveston County, LaMarque Indeendent School District, and City of LaMarque, College of the Mainland, and Drainage District #2 ("GRANTOR"), have GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY to Melvin D. Hudnall, Sr., of 2230 Main, LaMarque, TX 77568 ("GRANTEE"), the following described real property, to wit:

Lot Fifteen (15), Crane Addition, Galveston County, Texas, said property being more particularly described in the instrument recorded at Film Code 013-28-2392 in the Official Deed Records of Galveston County, Texas.

GRANTOR excludes and excepts from this conveyance any warranties, express or implied, on the property, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code.

GRANTOR conveys the property:

- a) "as is", "with all faults" and without any warranty as to condition or environmental hazard,
- b) subject to all restrictions, easements, rights-of-way leases, oil, gas and mineral leases, royalties, mineral conveyances, and mineral reservations of record, if any, in the office of the County Clerk of said County,
- c) subject to any right of redemption; and
- d) subject to rights of parties in possession.

GRANTOR disclaims any warranty, guaranty or representation, oral or written, on:

- a) the nature and condition of the property or other items conveyed hereunder, including, without limitation, the water, soil and geology,
- b) the suitability of the property conveyed hereunder for any and all activities and uses which GRANTEE may elect to conduct thereon,
- c) the existence of any environmental hazards or conditions thereon (including but not limited to the presence of asbestos or other hazardous materials),
- d) compliance with applicable environmental laws, rules or regulations; and
- e) the compliance of the property with any laws, ordinances, or regulations of any governmental entity or body.

By acceptance of this deed, GRANTEE acknowledges and agrees:

- a) that GRANTOR acquired the property through foreclosure of a tax lien as Trustee and as such has little, if any, knowledge of the physical or economic characteristics of the property,
- b) GRANTEE has inspected the property and are relying solely on their own investigation of the same and not on any information provided or to be provided by on behalf of GRANTOR,
- c) that any information provided with respect to the property was obtained from a variety of sources,
- d) GRANTOR (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information; and
- e) that if there are any improvements on the property, GRANTOR shall not be responsible for or liable to GRANTEE for any construction defects, errors, omissions, of any other conditions affecting the property.

GRANTEE or anyone claiming by, through or under GRANTEE, hereby fully releases GRANTOR, its employees, officers, directors, representatives, attorneys and agents from any and all claims that it may now have or hereafter acquire against GRANTOR, its respective employees, officers, directors, representatives, attorneys and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to the

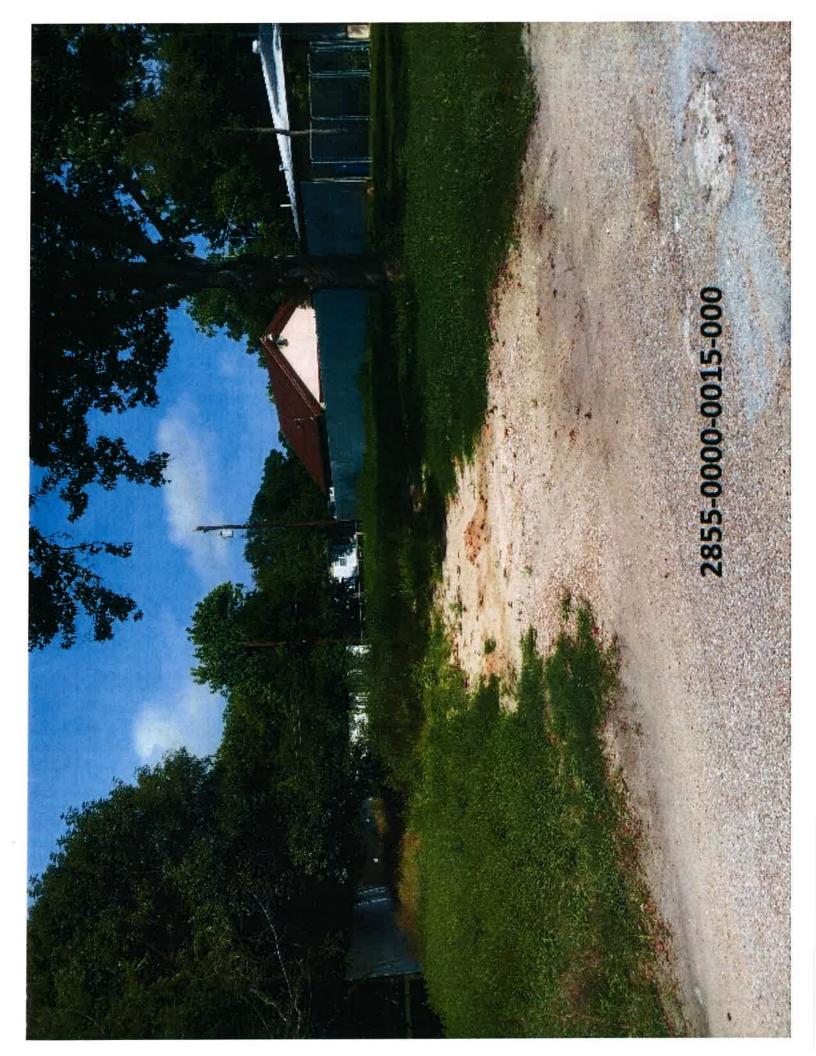
conveyance of the premises herein as well as any construction defects, errors, omissions, or other conditions affecting the property and other items conveyed hereunder. GRANTEE further acknowledges and agrees that this release shall be given full force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action. This covenant releasing GRANTOR shall be a covenant running with the property and shall be binding upon GRANTEE, their heirs, successors, beneficiaries and assigns. GRANTOR hereby assigns without recourse or representation of any nature to GRANTEE, effective upon the execution and delivery hereof, any and all claims that GRANTOR may have for any such errors, omissions or defects in the property an other items conveyed hereunder. As a material covenant and condition of this conveyance, GRANTEE agrees that in the event of any such construction defects, errors, omissions or on account of any other conditions affecting the property, GRANTEE shall look solely to GRANTOR's predecessors or to such contractors and consultants as may have contracted for work in connection with the property and other items conveyed hereunder for any redress or relief. Upon the assignment by GRANTOR of its claims, GRANTEE releases GRANTOR of all right, express or implied, GRANTEE may have against GRANTOR arising our of or resulting from any errors, omissions or defects in the property and other items conveyed hereunder. GRANTEE further understands that some of GRANTOR's predecessors in interest may be or become insolvent, bankrupt, judgment-proof or otherwise incapable of responding in damages, and GRANTEE may have no remedy against such predecessors, contractors or consultants.

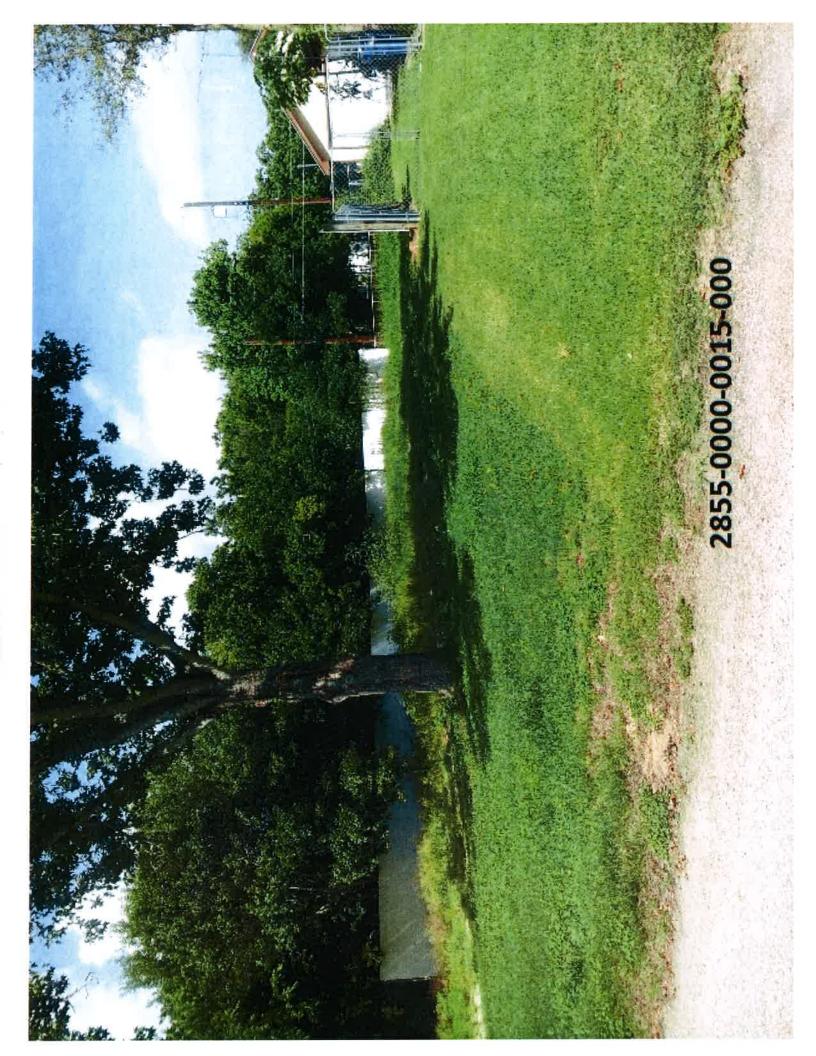
GRANTEE hereby further agrees on behalf of himself and his heirs, successors, beneficiaries and assigns to indemnify, protect, defend, save and hold harmless GRANTOR and GRANTOR's elected and appointed officials, employees, officers, directors, representatives, attorneys and agents from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, cause of action, damages, losses, costs and expenses (including, without limitation, attorneys' fees and expenses and court costs) in any way relating to, connected with or arising out of the property and other items conveyed hereunder or the ownership, leasing, use, operation, maintenance and management thereof from and after the date hereof, including, without limitation, the cost of any removal of hazardous substances or contaminants from the property and other items conveyed hereunder.

Taxes for the current year a	re to be paid by GRANTEE.
EXECUTED this the	_ day of, 2013.
	COUNTY OF GALVESTON
	By:
STATE OF TEXAS	§ § §
COUNTY OF GALVESTON	•
Galveston County, Texas, known to	ned authority, on this day personally appeared MARK HENRY as County Judgo me to be the person whose name is subscribed to the foregoing instrument, and the same for the purposes and consideration therein expressed.
GIVEN under my hand and	seal of office this the day of, 2013.
	NOTARY PUBLIC, in and for the State of Texas

P O Box 2789

Texas City, TX 77592-2789





Notes from 05/23/13 LaMarque - Hitchcock Area Tax Foreclosed Property Resale Committee Meeting

Pertaining to:

1) 06TX0426 CAD# 2855-0000-0015-000 2109 Irene Dr., LaMarque, TX

Per the City of LaMarque – house was in disrepair. House was torn down and is a vacant lot only. Sold for land value only (CAD shows Land value to be \$3,740).

Attached is a Notice of Lis Pendens citing "substandard structure located at 2109 Irene" "The Building Standards Commission ordered the structure to be demolished by the City of LaMarque and shall be demolished."

In preparation for the Resale Committee meeting, Mark Ciavaglia went by the property on 05/23/13 and it is a vacant lot only. 2 photos are attached – taken 07/25/13.

2) 10TX0312 CAD # 1900-0006-0002-001 512 Ave C, LaMarque, TX

Per City of LaMarque this is a small wood frame house – the house has roof issues and other serious problems associated with it. Very difficult to get it up to code. (CAD shows Land value to be \$2,100 and Improvements value \$20,930)

In preparation for the Resale Committee meeting, Mark Ciavaglia went by the property on 05/23/13. 2 photos are attached – taken 07/25/13.

2011047351

NOTICE OF LIS PENDENS

STATE OF TEXAS **COUNTY OF GALVESTON**

NOTICE IS HEREBY GIVEN that the City of La Marque, Texas, held a Building Standards hearing on August 9, 2011, at 6:00 p.m. at 1109-A Bayou Road, La Marque, Texas, 77568, concerning the substandard structure located at 2109 Irene in the name of Henry Sukal, Pan AM Distributing & Carl A Dickey as recorded in the office of the County Clerk of Galveston. Texas.

Legal Description: Lot (Fifteen) 15, of Crane Addition to La Marque in Galveston County, Texas, according to man of plat in volume 254-a, page 71, in the office of the County Clerk of Galveston, Texas.

The Building Standards Commission ordered the structure to be demolished by the City of La Marque and shall be demolished

The actions the City of La Marque shall take to implement the order will include filing the Lis Pendens with the County Clerk the placement of a notice on the property, the placement of a hen on the property for the demolition and abatement costs of the property, and perform proper procedures for the clean-up of the demolition as ordered by the Building Standards Commission for the following property:

Legal Description: Lot (Fifteen) 15, of Crane Addition to La Marque in Galveston County, Texas, according to map or plat in whome 254-a, page 71, in the office of the County Clerk of Galveston, Texas.

The City of La Marque has adopted Subchapter C of Chapter 54 of the Texas Local Government Code, were Henry Sukal, Pan AM Distributing & Carl A Dickey properly identified as the owner of the above referenced property and it has been determined and ordered that the substandard structure located on said property be demolished by the City of La Marque.

SIGNED this the 15 day of 2011

City of La Marque

Building Official / Code Enforcement Officer

Before me the undersigned Notary Public, on this day personally appeared known to be the person whose name is subscribed to the foregoing instrument and acknowledged to me she executed the same for the purposes and consideration expressed

Given under my hand and seal of this office the 15

susan L Darwin NOTIFIEV PUBLIC STATE OF TEXAS NY COMMA ECP. 3/28/2015

Notary Public

My Commission Expire

AGENDA ITEM #28.b.

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW

OFFICE ADDRESS: 518 – 9TH AVENUE NORTH, TEXAS CITY, TX 77590-6317 MAILING ADDRESS: P. O. DRAWER 2789, TEXAS CITY, TEXAS 77590-2789

409/948-3401 FAX 409/945-9814

Mark E. Ciavaglia, Managing Partner Mark.Ciavaglia@publicans.com

GALVESTON COUNTY JUDGE

June 20, 2013

Ms. Dianna Martinez Commissioner's Court

Brent Richbook, Partner

Galveston County Courthouse

722 Moody

Galveston, TX 77550

RE: Bids on Galveston County Tax Foreclosed Resale Property

Not Approved By Commissioner's Court

Grantee: Norma L. Velasquez

Dear Ms. Martinez,

We have received an offer on the Tax Foreclosed Properties for which the County of Galveston is the Trustee. This offer was reviewed by the LaMarque-Hitchcock Tax Foreclosed Property Resale committee and they have approved the sale. Please schedule this for review by the Commissioner's Court. Attached for the Commissioner's reference is a copy of the Bid Analysis, Proceeds Distribution Form, Bid Form, Galveston CAD Property Information and CAD Tax Map for this property.

Cause #

CAD#

Bid Amount

Recording Fee

Check #

10TX0312

1900-0006-0002-001

\$ 3,000.00

\$ 28.00

222771

If this sale is approved, please have Judge Mark Henry sign the enclosed Trustee's Deed. Also enclosed is the recording fee check for the property as shown above.

If you have any questions, please give me a call.

Best regards,

Judy A. Fuller

Executive Administrative Assistant to

Mark E. Ciavaglia

JF: encls

TAX FORECLOSURE SALE BID ANALYSIS

Galveston County, Trustee

PROPERTY DESCRIPTION

LEGAL DESCRIPTION: South 30 feet of Lot 2 & North ½ of Lot 3 (2-1), Blk 6,

Bogatto Addition

LOCATION: 512 Ave C, LaMarque, TX 77568

CAD ACCOUNT #:

Land HS \$ 2,100

1900-0006-0002-001

Imp HS \$20,930

JUDGEMENT INFORMATION

DATE SHERIFF'S SALE:06/07/11 REDEMPTION EXPIRES: 06/24/13

CAUSE # 10TX0312

STYLED: Galveston County, et al. vs.

Robbie Alexander Morris, et al.

DATE DEED RECORDED: RECORDING REFERENCE:

06/24/11

2011031919

COSTS:

GRAND TOTAL/JUDGEMENT AMT:

\$ 6,777.11

TAX RESALE INFORMATION

BID AMOUNT: \$3,000.00

NAME OF BIDDER: Norma L. Velasquez

514 Avenue C

LaMarque, TX 77568

RESALE OF PROPERTY PROCEEDS DISTRIBUTION FORM

Cause Number 10TX0312 on the docket of the 405th District Court GALVESTON COUNTY, ET AL. VS. ROBBIE ALEXANDER MORRIS, ET AL.

Property Account Number: 1900-0006-0002-001

Legal Description: SOUTH 30 FEET OF LOT TWO (2) & NORTH ONE-HALF (N 1/2) OF LOT THREE (2-1), BLOCK SIX (6), BOGATTOS ADDITION, GALVESTON COUNTY, TEXAS, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED IN THE INSTRUMENT RECORDED AT FILM CODE NUMBER 013-27-1115 IN THE OFFICIAL DEED RECORDS OF GALVETON COUNTY, TEXAS

Property Sold at Sheriff's Sale Conducted on JUNE 7, 2011 for \$6,777.11

Property Re-Sold to NORMA L. VELASQUEZ, of 514 AVENUE C, LAMARQUE, TX 77568 for \$3,000.00

Proceeds Distribution

		Original Amt	ActuaL
Payment of Costs Pursuant to Texas Property Tax Code §34.02		Due At Sale	Disbursement
(1) Advertising:			
to "Galveston County Sheriff's Dept." (publication costs)		\$ 657.80	\$ 657.80
(2) Reimbursement - Costs, Fees			
to "Galveston County Clerk" (recording fee #2011031919)		\$	\$ 20.00
(3) Attorney Ad Litem Fees			
to "Pete Urbani, Jr." 2127 Broadway, Galveston, TX 77550		\$ 500.00	\$ 500.00
(4) Court Costs			
to "Galveston County District Clerk"		\$ 506.00	\$ 506.00
(5) Title Search Fees			
to "Lyn Wingert & Associates"		\$ 250.00	\$ 250.00
(6) Reimbursement - Costs, Fees			
to "Galveston County" (resale advertising fees)		\$ -	\$ -
		\$ 1,913.80	\$ 1,933.80
Taxing Entity Distribution	Proportionate	Taxes Due at	Resale
	Share	Original Sale	Share/(Loss)
to "COUNTY OF GALVESTON"	0.223126105	\$ 1,085.13	\$ 237.90
to "CITY OF LAMARQUE"	0.190191811	\$ 924.96	\$ 202.78
to "LAMARQUE INDEPENDENT SCHOOL DISTRICT"	0.480059856	\$ 2,334.68	\$ 511.84
to "COLLEGE OF THE MAINLAND"	0.084227996	\$ 409.63	\$ 89.80
to "DRAINAGE DISTRICT #2"	0.022394232	\$ 108.91	\$ 23.88
	Subtotal	\$ 4,863.31	\$ 1,066.20
SUBJECT TO THE JUDGMENT THE 2010 - 2012 TAXES			
ARE NOT INCLUDED.	Grand Total	\$ 6,777.11	\$ 3,000.00

BID FORM FOR TAX FORECLOSED PROPERTY

I(We), Norma L. VElasqueZ	hereby declare and certify that:
(A) I (We) are the Bidder(s) for the following property:	
CAD Property # 195150 Acct 1900-00	06-002-001, described as follows:
ASBT 150 Page 25 30ft of	Lot 2+ N1/2 of Lot 3
CAD Property # 195150 Acct 1900-00 ASBT 150 Page 2,5 30ft of C2-1) Blk le Bogattos Addn	. Location 512 Ave. C
(B) Bid amount \$ 3,000.00	17568
Enclosed is my (our) bid deposit, a Cashier's check in the an percent (10%) of my (our) bid. Payment in full must be made will forfeit bid deposit.	nount of \$, which is ten within thirty (30) days of final award of bid or bidder
(C) I (We) agree that each of the taxing entities made a party bids and waive any formality in the bidding. No title insurance "as is", "where is" and "without warranty".	to the foreclosure have the right to reject any or all e or surveys will be provided. Property is being sold
(D) By my signature below, I certify that I understand the understand that the "minimum bid" amount may not include and that I will be responsible for those taxes if I am the successand its agents from any action or damages arising from the pure	other taxes which were not included in the judgment structured in the judgment structure. I agree to indemnify the taxing entities
(E) I/We acknowledge that properties sold pursuant to this seal penalties, interests, costs and fees included in the judgment rend the column entitled 'Cause #'. Taxes for tax years not included the property in addition to the successful bid amount.	dered in the delinquent tax lawsuit, as referenced in
Norma L. VElasquez *Bidder(s) printed name [if individual(s)]	Bidder(s) Signature(s) [if individuals(s)]
*Bidder's printed name [if an entity]	Authorized signature [on behalf of entity]
*Address.	832 584 - 72 6 0 Phone Number / Fax Number
La Marque, TX 77568 *City/State/Zip Code	MOYMA VELASQUEZ @ CAM-ENVIYO Email Address COM

* as it will appear on the Deed



PO BOX 27459 HOUSTON, TEXAS 77227-7459

Notice to Purchaser: As a condition to this Institution's Issuance of this check, Purchaser agrees to provide an Indemnity Bond prior to the refund or replacement of this check in the event it is lost, misplaced, or stolen.

CASHIER'S CHECK



35-1125/1130

PURCHASER:

PAY

NORMA VELASQUEZ

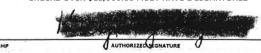
EXACTLY One Hundred Dollars and Zero Cents

PAY TO THE COUNTY OF GALVESTON ORDER OF

Void if over \$100.00

DATE 3/8/2013 **AMOUNT** \$100.00

CHECKS OVER \$25,000.00 MUST HAVE 2 SIGNATURES



THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW

AMEGY BANK N.A PO BOX 27459 HOUSTON, TEXAS 77227-7459 CASHIER'S CHECK

Notice to Purchaser: As a condition to this Institution's issuance of this check, Purchaser agrees to provide an Indemnity Bond prior to the refund or replacement of this check in the event it is lost, misplaced, or stolen.



35-1125/1130

PURCHASER:

NORMA VELASQUEZ

Void if over \$2,900.00

DATE 6/14/2013

AMOUNT \$2,900.00

EXACTLY

PAY

Two Thousand Nine Hundred Dollars and Zero Cents

PAY TO THE GALVESTON COUNTY ORDER OF

CHECKS OVER \$25,000.00 MUST HAVE 2 SIGNATURES



AMEGY BANK N.A. PO BOX 27459 HOUSTON, TEXAS 77227-7459

PURCHASER:

NORMA VELASQUEZ

CASHIER'S CHECK

Notice to Purchaser: As a condition to this Institution's Issuance of this check, Purchaser agrees to provide an Indemnity Bond prior to the refund or replacement of this check in the event it is lost, misplaced, or stolen.



35-1125/1130

0

Security Features Included.

DATE 6/14/2013 **AMOUNT** \$28.00

PAY EXACTLY



Twenty Eight Dollars and Zero Cents

PAY TO THE GALVESTON COUNTY CLERK ORDER OF

CHECKS OVER \$25,000.00 MUST HAVE 2 SIGNATURES

Void if over \$28.00





Galveston Central Appraisal District

9850 Emmett F. Lowry Expressway, Ste. A, Texas City, TX 77591, (866) 2 Data on this Web site represents PRELIMINARY 2012 Information-CLICK HISTORY

Property Detail Sheet (R195150)

General Information

News

FAQ

History







Searches

Property ID Search

Account Search

Owner Search

Address Search

Owner Information

Protest

Owner ID: O407483

Owner Name: **COUNTY-GALVESTON** Owner Address: 722 MOODY AVE

GALVESTON,TX 77550-2317

Property Address: **512 AVE C**

LA MARQUE, TX 77568

Property Data

Detail Sheet

History

Datasheet

Abstracts

Subdivisions

ARB Rules

Parcel Information

ABST 150 PAGE 2 S 30 FT OF LOT 2 & N 1/2 OF LOT 3 (2-1) BLK 6 Legal Description:

BOGATTOS ADDN

Neighborhood: 1900(1900 - Bogatto Addn) Other 0.137

Acreage:

 Taxing Units Cross Reference: 1900-0006-0002-001

Undivided Interest: 100% Neighborhoods

Exemption Codes: EX (Exempt Property)

Entity Codes: GGA (Galveston County)

J05 (Mainland College) S15 (La Marque Isd) C32 (La Marque City) RFL (Co Road & Flood) D02 (Drainage #2)

ONLINE Protest Info Deed Type: Sheriff's Deed

Deed Book: New Homestead Info

Deed Page: 2011031919 Tax Code Map Page: 261-C

Calendar

Property Codes

Values Breakdown 2012 Preliminary Value County Tax Rates Land HS: \$2,100 +

PROTEST VIDEO Land NHS: \$0 + \$20,930 + Improvement HS: Legislative Updates Improvement NHS: \$0 + Ag Market: \$0

Ag Use: \$0 + Timber Market: \$0 Timber Use: \$0 + Assessed: \$23,030 =

GIS Shape Files

GIS Map Viewer

County Tax Office

Improvements PDF Map Index ID Type **SPTB** Segs Value

NBHD Map Index

3D Aerial Photos lmp1 R (Residential) A9 (Exempt Residential Single F:3 \$ 20,930

Links

Land

2011	
	Seller Name
	MORRIS, ROBBIE M TAYLOR, ORLENE-DEC
	TAYLOR, ORLENE UNKNOWN
fing	Roof Flooring
	so
smo	Rooms Bedrooms
	Market Ag Value

Map Output Page 1 of 1



1900-0006-0002-001 5 30 A. of Lot Z + N/Z of Lot 3, (2-1), BIK6, Bogath's Addn. 512 Avec, La Marque TX 77568

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

TRUSTEE'S DEED

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GALVESTON §

WHEREAS, by Order of Sale, issued by the Galveston County District Court, 405th Judicial District in Cause Numbered 10TX0312 styled "GALVESTON COUNTY, ET AL. VS. ROBBIE ALEXANDER MORRIS, ET AL." the Sheriff of Galveston County, on APRIL 15, 2011, seized and levied upon the right, title and interest the defendants had in the premises hereinafter described; and

WHEREAS, the Sheriff on JUNE 7, 2011, sold and conveyed the premises to GALVESTON COUNTY, as Trustee for itself and for CITY OF LAMARQUE, COLLEGE OF THE MAINLAND, LAMARQUE INDEPENDENT SCHOOL DISTRICT and DRAINAGE DISTRICT #2 for the sum of SIX THOUSAND SEVEN HUNDRED SEVENTY-SEVEN AND 11/100 DOLLARS (\$6,777.11), it being the highest bidder therefore; and

WHEREAS, the GRANTEE named herein desires to purchase this property for the sum of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00); and

WHEREAS, this sale is authorized pursuant to V.T.C.A., Tax Code §34.05(b).

WHEREAS this sale is authorized pursuant to an Interlocal Agreement between GALVESTON COUNTY, CITY OF LAMARQUE, COLLEGE OF THE MAINLAND, LAMARQUE INDEPENDENT SCHOOL DISTRICT and DRAINAGE DISTRICT #2 as permitted under Texas Government Code §791.011; and

WHEREAS the Interlocal Agreement between GALVESTON COUNTY, CITY OF LAMARQUE, COLLEGE OF THE MAINLAND, LAMARQUE INDEPENDENT SCHOOL DISTRICT and DRAINAGE DISTRICT #2 provides that the County Judge of Galveston County will execute Trustee's Deeds on behalf of all taxing entities made a party to the Interlocal Agreement pursuant to offers approved by the Resale Committee under the Interlocal Agreement.

NOW, THEREFORE, in consideration of the sum of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00) paid by the GRANTEE named below, the receipt and sufficiency of which is acknowledged, GALVESTON COUNTY, CITY OF LAMARQUE, COLLEGE OF THE MAINLAND, and LAMARQUE INDEPENDENT SCHOOL DISTRICT, and DRAINAGE DISTRICT #2 ("GRANTOR"), have GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY to NORMA L. VELASQUEZ, of 514 AVENUE C, LAMARQUE, TX 77568 ("GRANTEE"), the following described real property, to wit:

SOUTH 30 FEET OF LOT TWO (2) & NORTH ONE-HALF (N 1/2) OF LOT THREE (2-1), BLOCK SIX (6), BOGATTOS ADDITION, GALVESTON COUNTY, TEXAS, SAID

PROPERTY BEING MORE PARTICULARLY DESCRIBED IN THE INSTRUMENT RECORDED AT FILM CODE NUMBER 013-27-1115 IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS.

GRANTOR excludes and excepts from this conveyance any warranties, express or implied, on the property, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code.

GRANTOR conveys the property:

- a) "as is", "with all faults" and without any warranty as to condition or environmental hazard,
- b) subject to all restrictions, easements, rights-of-way leases, oil, gas and mineral leases, royalties, mineral conveyances, and mineral reservations of record, if any, in the office of the County Clerk of said County,
- c) subject to any right of redemption; and
- d) subject to rights of parties in possession.

GRANTOR disclaims any warranty, guaranty or representation, oral or written, on:

- a) the nature and condition of the property or other items conveyed hereunder, including, without limitation, the water, soil and geology,
- b) the suitability of the property conveyed hereunder for any and all activities and uses which GRANTEE may elect to conduct thereon,
- c) the existence of any environmental hazards or conditions thereon (including but not limited to the presence of asbestos or other hazardous materials),
- d) compliance with applicable environmental laws, rules or regulations; and
- e) the compliance of the property with any laws, ordinances, or regulations of any governmental entity or body.

By acceptance of this deed, GRANTEE acknowledges and agrees:

- a) that GRANTOR acquired the property through foreclosure of a tax lien as Trustee and as such has little, if any, knowledge of the physical or economic characteristics of the property,
- b) GRANTEE has inspected the property and are relying solely on their own investigation of the same and not on any information provided or to be provided by on behalf of GRANTOR,
- c) that any information provided with respect to the property was obtained from a variety of sources,
- d) GRANTOR (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information; and
- e) that if there are any improvements on the property, GRANTOR shall not be responsible for or liable to GRANTEE for any construction defects, errors, omissions, of any other conditions affecting the property.

GRANTEE or anyone claiming by, through or under GRANTEE, hereby fully releases GRANTOR, its employees, officers, directors, representatives, attorneys and agents from any and all claims that it may now have or hereafter acquire against GRANTOR, its respective employees, officers, directors, representatives, attorneys and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to the conveyance of the premises herein as well as any construction defects, errors, omissions, or other conditions affecting the property and other items conveyed hereunder. GRANTEE further acknowledges and agrees that this release shall be given full force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action. This covenant releasing GRANTOR shall be a covenant running with the property and shall be binding upon GRANTEE, their heirs, successors, beneficiaries and assigns. GRANTOR hereby assigns without recourse or representation of any nature to GRANTEE, effective upon the execution and delivery hereof, any and all claims that GRANTOR may have for any such errors, omissions or detects in the property an other items conveyed hereunder. As a material covenant and condition of this conveyance, GRANTEE agrees that in the event of any such construction defects, errors, omissions or on account of any other conditions affecting the property, GRANTEE shall look solely to GRANTOR's predecessors or to such contractors and consultants as may have contracted for work in connection with the property and other items conveyed hereunder for any redress or relief. Upon the assignment by GRANTOR of its claims, GRANTEE releases GRANTOR of all right, express or implied, GRANTEE may have against GRANTOR arising our of or resulting from any errors, omissions or defects in the property and other items conveyed hereunder. GRANTEE further understands that some of GRANTOR's predecessors in interest may be or become insolvent, bankrupt, judgment-proof or otherwise incapable of responding in damages, and GRANTEE may have no remedy against such predecessors, contractors or consultants.

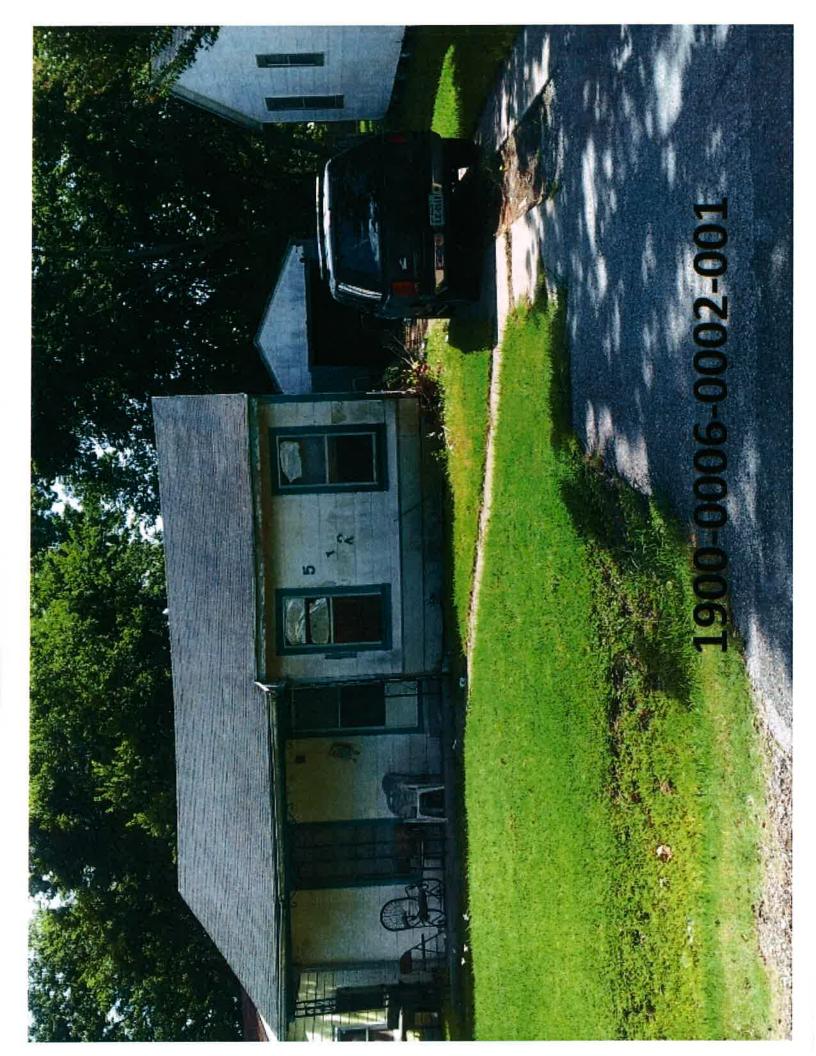
GRANTEE hereby further agrees on behalf of himself and his heirs, successors, beneficiaries and assigns to indemnify, protect, defend, save and hold harmless GRANTOR and GRANTOR's elected and appointed officials, employees, officers, directors, representatives, attorneys and agents from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, cause of action, damages, losses, costs and expenses (including, without limitation, attorneys' fees and expenses and court costs) in any way relating to, connected with or arising out of the property and other items conveyed hereunder or the ownership, leasing, use, operation, maintenance and management thereof from and after the date hereof, including, without limitation, the cost of any removal of hazardous substances or contaminants from the property and other items conveyed hereunder.

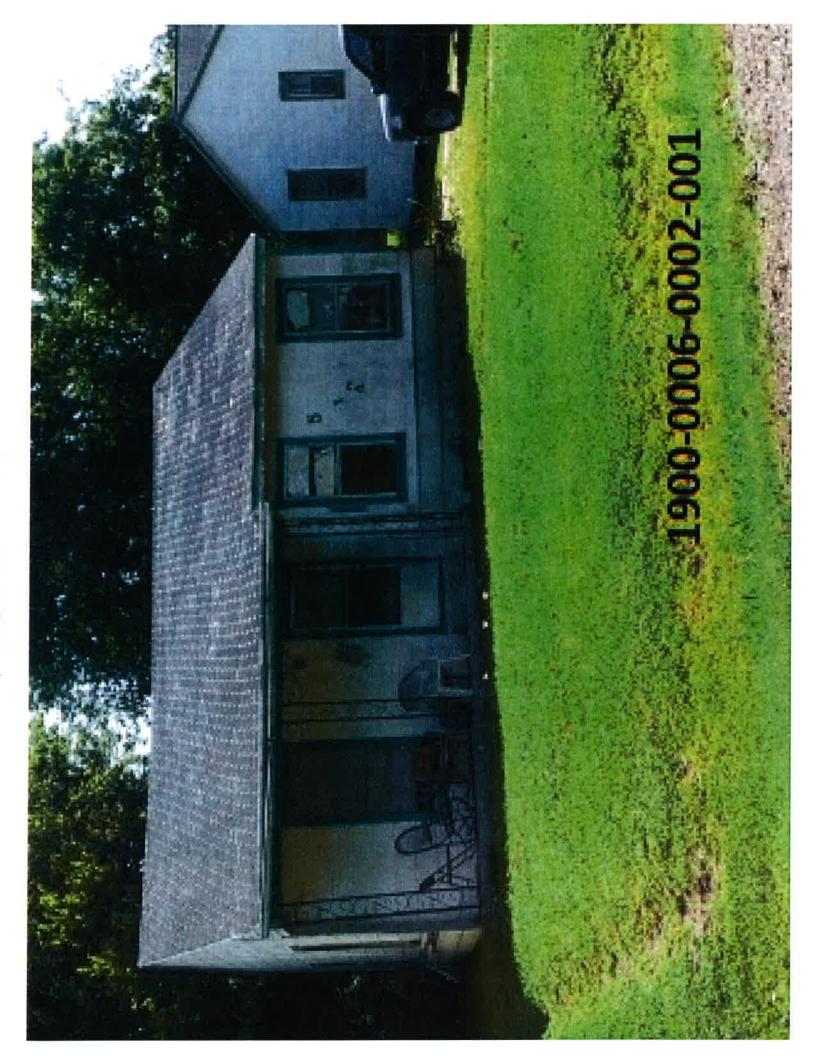
	to be paid by GRANTEE.
EXECUTED this the d	ay of, 2013.
	COUNTY OF GALVESTON
	By: Mark Henry, County Judge of Galveston County, Texas
STATE OF TEXAS	§ 8
COUNTY OF GALVESTON	§ § §
Galveston County, Texas, known to n	d authority, on this day personally appeared MARK HENRY as County Judine to be the person whose name is subscribed to the foregoing instrument the same for the purposes and consideration therein expressed.
	al of office this the day of 2013
GIVEN under my hand and sea	al of office this the day of, 2015.
	NOTARY PUBLIC, in and for the State of Texas

Linebarger Goggan Blair & Sampson, LLP

P O Box 2789

Texas City, TX 77592-2789





Notes from 05/23/13 LaMarque - Hitchcock Area Tax Foreclosed Property Resale Committee Meeting

Pertaining to:

1) 06TX0426 CAD# 2855-0000-0015-000 2109 Irene Dr., LaMarque, TX

Per the City of LaMarque – house was in disrepair. House was torn down and is a vacant lot only. Sold for land value only (CAD shows Land value to be \$3,740).

Attached is a Notice of Lis Pendens citing "substandard structure located at 2109 Irene" "The Building Standards Commission ordered the structure to be demolished by the City of LaMarque and shall be demolished."

In preparation for the Resale Committee meeting, Mark Ciavaglia went by the property on 05/23/13 and it is a vacant lot only. 2 photos are attached – taken 07/25/13.

2) 10TX0312 CAD # 1900-0006-0002-001 512 Ave C, LaMarque, TX

Per City of LaMarque this is a small wood frame house – the house has roof issues and other serious problems associated with it. Very difficult to get it up to code. (CAD shows Land value to be \$2,100 and Improvements value \$20,930)

In preparation for the Resale Committee meeting, Mark Ciavaglia went by the property on 05/23/13. 2 photos are attached – taken 07/25/13.

2011047351

NOTICE OF LIS PENDENS

STATE OF TEXAS **EQUITY OF GALVESTON**

NOTICE IS HEREBY GIVEN that the City of La Marque, Texas, held a Building Standards hearing on August 9, 2011, at 6:00 p.m. at 1109-A Bayou Road, La Marque, Texas, 77568, concerning the substandard structure located at 2109 Irene in the name of Henry Sukal, Pan AM Distributing & Carl A Dickey as recorded in the office of the County Clerk of Galveston, Texas.

Legal Description: Lot (Fifteen) 15, of Crane Addition to La Marque in Galveston County, Texas, according to man of plat in volume 254-a, page 71, in the office of the County Clerk of Galveston, Texas

The Building Standards Commission ordered the structure to be demolished by the City of La Marque and shall be demolished.

The actions the City of La Marque shall take to implement the order will include filing the Lis Pendens with the County Clerk the placement of a notice on the property, the placement of a hen on the property for the demolition and abatement costs of the property, and perform proper procedures for the clean-up of the demolition as ordered by the Building Standards Commission for the following property:

Legal Description: Lot (Fifteen) 15, of Crane Addition to La Marque in Galveston County, Texas, according to map or plat in volume 254 a, page 71, in the office of the County Clerk of Galveston, Texas.

The City of La Marque has adopted Subchapter C of Chapter 54 of the Texas Local Government Code, were Heary Sukal, Pan AM Distributing & Carl A Dickey properly identified as the owner of the above referenced property and it has been determined and ordered that the substandard structure located on said property be demolished by the City of La Marque.

SIGNED this the 15 day of 2011

Ana Tims

City of La Marque

Building Official / Code Enforcement

Officer

Before me the undersigned Notary Public, on this day personally appeared known to be the person whose name is subscribed to the foregoing instrument and acknowledged to me she executed the same for the purposes and consideration expressed

Given under my hand and seal of this office the 15

Susan L Darwin NOTIFIEV PUBLIC STATE OF TEXAS MH COMMA ECP. 3/28/2015

Notary Public

My Commission Expire

AGENDA ITEM #29.a.

			# Per	Total	ED Votes
Image of Location	Facility and Location	Commish. Pct.	Commish	Number	November 2012
	Joe Faggard Community Center, 1700 Highway 87, Crystal Beach 77650	Dennard	1	1	331
Rebecca Sea,	Rebecca Sealy Hospital Classroom facility [First Floor] 404 8th Street Galveston 77555	Holmes	1	2	New Replaces Wm. Temple
	Galveston County Court House, 722 Moody, 2nd Floor, Galveston 77550	Holmes	2	3	991
	Alamo School (East Entrance) 5200 N 1/2, Galveston 77550	Holmes	3	4	Replaces Island Community Center
	L A Morgan Elementary, 1410 37th Street, Galveston 77550	Holmes	4	5	536
	Moody Methodist Church, Fellowship Hall, 2803 53rd Street, Galveston 77551	O'Brien	1	6	710
	Weis Middle School, 7100 Steward Road, Galveston 77551	O'Brien	2	7	867
	Seaside Baptist Church, 16534 Termini-San Luis Pass Rd, Jamaica Beach 77554	O'Brien	3	8	301

	Bayou Vista Community Center, 783 C. Marlin Street, Bayou Vista 77563	O'Brien	4	9	352
	Greater St. Matthews Baptist Church, Foyer, 6333 Highway 6, Hitchcock 77563	Holmes	5	10	219
	Highland Creek Camp (formerly Camp Good News) 6205 Delaney Road, Hitchcock 77563	O'Brien	5	11	299
	West County Building, Court Room, 11730 Highway 6, Santa Fe 77510	O'Brien	6	12	902
	Runge Park Community Center, 4605 Peck Avenue, Santa Fe 77517	O'Brien	7	13	811
THE OCCUPANT OF THE OCCUPANT OF THE OCCUPANT OF THE OCCUPANT OCCUP	Nessler Center 2010 Fifth Avenue North, Texas City 77590	Holmes	6	14	1,273
	Calvary Baptist Church, 517 18th Avenue North, Texas City 77590	Dennard	2	15	528
	Texas City Central Fire Station (Training Room) 1725 North Logan, Texas City, 77590	Dennard	3	16	Replaces Northside Baptist Church

Recommend considerating using the Mid-County Building as a replacement for this polling location	College of the Mainland, Fine Arts/Music Building Foyer 1200 Amburn Road, Texas City 77591	Holmes	7	17	562
Carver Park Community Center	Carver Park Center "Carter Room" 6415 Park Avenue, Texas City 77591	Holmes	8	18	446
MUNICIPAL COLUET CONSIDERA COLUETA CONSIDERA COLUETA COLUETA COLUETA COLUETA COLUETA COLUETA COLUETA COLUETA COLUETA COLUETA COLUETA COLUETA COLUETA COLUETA COLUETA COLUETA COLUETA	La Marque City Hall Community Room 1109 Bayou Road La Marque 77568	Holmes	9	19	949
DICKINSON COMMUNITY CENTER	Dickinson Community Center, 2714 Highway 3, Dickinson 77539	Holmes	10	20	791
	Bay Colony Elementary School 101 Bay Colony Elementary @ Highway 646, League City 77539	O'Brien	8	21	739

Image of Location	Facility and Location	Commish. Pct.			
	San Leon Volunteer Fire Department, 12th Street & Avenue D, San Leon 77539	Dennard	4	22	141
	Bacliff Community Center, 4503 11th Steet, Bacliff 77518	Dennard	5	23	922
	Kemah Civic Center, 800 Harris Avenue @ Highway 146, Kemah 77575	Dennard	6	24	1,074
THE PARTY OF THE P	Harborview Care Center, 300 Enterprise Avenue, League City 77573	Dennard	7	25	740
	CCISD Admin. Building - Board Room 2425 East Main Street, League City 77573	Dennard	8	26	Replaces Clear Creek Inter. [next door] 740
THE SECOND SECON	League City Civic Center, Rooms 1 & 2, 400 West Walker, League City 77573	Clark	1	27	1,400
COLUMN TO SECULATION OF THE PARTY OF THE PAR	League City Intermediate, Cafeteria 2588 Webster Street, League City 77573	Clark	2	28	872

	Victory Lakes Intermediate School, Practice Gym, 2880 West Walker, League City 77573	Clark	3	29	573
HENRY BAUERSCHLAG ELEMENTARY SCHOOL 2051	Bauierschlag Elementary 2051 West League City Parkway, League City, 77573	Clark	4	30	907
	Dominion Church 401 Landing Blvd. League City 77573	Clark	5	31	630
Greekside Intermediate School	Creekside Intermediate School Gym (North), 4320 West Main, League City 77573	Clark	6	32	887
	Friendswood City Hall 910 S. Friendswood Drive, Friendswood 77546	Clark	7	33	1,354
	Friendswood Church of Christ Rooms 15 & 16, 2051 Parkwood Avenue, Friendswood 77546	Clark	8	34	450



	Old Friendswood Junior High	Clark	9	35	442
1	School,				
	402 Laurel,				
	Friendswood 77546				
1					

Ross, Mae

From: Bill Sargent (www.sarges.com) [sarges@sarges.com]

Sent: Monday, July 29, 2013 12:20 PM

To: Ross, Mae

Cc: Chapman, Brandy; Lewis, Roxann; Sullivan, Dwight
Subject: Agenda Item for August 6th Commissioners Court Agenda
Attachments: Nov2013RecommendedElectionDayPollingLocationsJuly24.xls

Mae:

Attached is a second agenda item for the Commissioners Court meeting August 6th.

Language:

Consideration and approval of "core" Election Day countywide vote center polling places for November elections in Odd-Numbered Years

Background:

On July 1st the Elections Division Staff met with representatives of various groups (The Republican and Democrat parties, NAACP, LULAC, TEA Party, election judges and alternates and various local entities: Cities and School Districts) to discuss the continued use of countywide vote centers and the establishing "core" polling locations for use in the November elections. We are required to have 34 such locations and it was generally agreed that we should have 34-36 such locations spread equally throughout the county for November elections in odd-numbered years. We would increase this number to around 40-42 in even-numbered years but always using these "core" polling locations as a starting point.

Based upon this meeting, the comments received from those in attendance, and our best judgment as to what will best serve the voters of Galveston County (being on major roads with easy access, good internet access, and ADA compliance), we are recommending a list of 35 locations. They provide eight locations in Commissioners Dennard and O'Brien's precincts, nine in Commissioner Clark's and ten in Commissioner Holmes' precincts.

There are several of locations which we would like to bring to your attention.

UTMB Campus in Galveston: A couple of years back we lost the use of William Temple Episcopal Center when their building was sold. This was within walking distance of the UTMB campus which was one of its biggest sources of voters. We have talked with UTMB and surveyed locations on the UTMB campus and have made arrangements to use a first floor room in the Rebecca Sealy building as a replacement for the William Temple location.

Mid-County Building: In a few elections we have used the College of the Mainland Fine Arts building as a polling location. We have not used it in all November elections. The issues with this polling place are that it is very small in size, it can only accommodate 4 voting machines, and has major parking issues. We are recommending that this location be moved to the Mid-County building which has a large room with easy access, plenty of handicapped and non-handicapped parking, and has good internet connectivity. The down side to moving this location would be the fewer number of people who frequent this location.

CCISD Admin Building: CCISD has completed updating its ADA compliance and their board room is available for our use. For that reason we are recommending that we move from the intermediate school (next door) and go back to using this location as a core polling place.

Alamo School vs. Island Community Center: We were directly asked by the LULAC representatives to use the Alamo location. It is being brought into ADA compliance this month and has plenty of parking and good internet connectivity. The Island Community Center has been used in the past and also has a lot going for it but it also costs the County \$200 a day in rent where Alamo School is available to us at no cost. Because of the close proximity of these two locations it would not be appropriate to have both of them used, especially in odd-numbered years. So, all things being equal and given the specific request by LULAC, we are recommending the use of Alamo School as one of the "core" polling locations and not including the Island Community Center.

Respectfully Submitted:

Sarge William Sargent Chief Deputy Clerk for Elections Office of the County Clerk Galveston County

AGENDA ITEM #29.b.

RECOM	IMENDED CORE EARLY	VOTING PO	LLING LOCA	ATIONS	
Image of Location	Facility and Location	Commish. Pct.	# Per Commish	Total Number	EV TOTALS FROM NOV 2011
	Joe Faggard Community Center, 1700 Highway 87, Crystal Beach 77650	Dennard	1	1	35
	Bayou Vista Community Center, 783 C. Marlin Street, Bayou Vista 77563	O'Brien	1	2	178
	West County Building, Court Room, 11730 Highway 6, Santa Fe 77510	O'Brien	2	3	331
	Nessler Center 2010 Fifth Avenue North, Texas City 77590	Holmes	1	4	226
Carver Park Community Center	Carver Park Center "Carter Room" 6415 Park Avenue, Texas City 77591	Holmes	location with November 20 votes cast at Comparing to in Nov. 2012 votes cast co Marque City	La Marque 111 there we this location the Election D Carver Park ompared to 9 Hall. La Mare	ere only 63 n. Day total votes thad only 446
CONCRETE COLUMN AND ADDRESS OF THE COLUMN AN	La Marque City Hall Community Room 1109 Bayou Road La Marque 77568	Holmes	2	5	Replacement for Carver Park. See discussion above.
	Bacliff Community Center, 4503 11th Steet, Bacliff 77518	Dennard	2	6	122
GALVESTON COUNTY ANNEX	North County Annex 174 Calder Road, League City	Clark	1	7	547

	Friendswood City Hall 910 S. Friendswood Drive, Friendswood 77546	Clark	2	8	363
	Not Included in the count (formula) for equal distribuution between Commissioners Precincts County Justice Center, 600 59th Street, Galveston 77551	N/A	N/A	9	242
Total Number of Votes Cast in Early Voting - November 2011 Total Cost for Early Voting Election workers - November 2011 Average Cost to the County per vote cast			2,107 \$56,393.00 \$26.76		2,107

Number of Votes Cast by day

Monday	166	
ivioriuay	100	
Tuesday	172	
Wednesday	155	
Thursday	131	
Friday	198	
Saturday	94	
Monday	179	
Tuesday	227	
Wednesday	179	
Thursday	216	
Friday	390	

Ross, Mae

From: Sargent, William

Sent: Thursday, July 25, 2013 2:05 PM

To: Ross, Mae

Cc: Chapman, Brandy; Sullivan, Dwight

Subject: August 6th Early Voting Polling Locations: Commissioners Court Agenda Item

Attachments: Nov2013RecommendedEARLYVOTINGPollingLocationsJuly24.xls

Please place the following item on the Commissioners Court agenda for August 6th

Establishment of Early Voting Polling Locations for November of odd numbered years

Background:

In November 2011 we had eight Early Voting branch locations, two per commissioner, plus the main polling place at the Justice Center (as required by the Texas Election Code). This gives people wanting to vote early in Constitutional Amendment Elections a total of nine Early Voting locations.

We are continuing with the same polling locations used in November 2011 with the exception of one.

We are recommending moving the Carver Park location to La Marque City Hall.

This recommendation is because

- (1) in November 2011 there were only 63 votes cast at this polling place [the least number of votes of all the polling locations other than the Joe Faggard Community Center] and
- (2) on election day November 2012 there were more than double the votes cast at the La Marque City Hall than at Carver Park (949 verses 446).

In other words, because experience indicates that more voters use the La Marque City Hall location, we are recommending that this polling location be moved for November elections in odd numbered years. Carver Park would be added back in the mix for elections in November of even numbered years.

In addition we are recommending that Early Voting not be held on the weekends.

Discussion:

The Texas Election Code does not mandate that Early Voting occur on weekends in Constitutional Amendment Elections (odd numbered years). Experience has shown that there is a major drop in the number of voters on weekends (see the attached data). In November 2011 the Court decided, for this very reason, to only have the polls open on Saturday and from 8 a.m. to 5 p.m. Even so, there were only 94 votes cast at the nine polling locations across the county with one location having no votes casts at all

and the location with the highest number of votes cast being 19 for that day (about 2 votes per hour).

In an effort to control the cost of this election while also ensuring that voters have ample opportunities to vote, we are recommending that the Early Voting locations only be open on weekdays with the hours for the second week being from 7 a.m. to 7 p.m.

See the data and information attached which shows the polling locations we are recommending, along with vote totals from the November 2011 early voting.

Respectfully Submitted

Sarge

William Sargent
Chief Deputy Clerk for Elections
Office of the County Clerk
600 59th Street, 2nd Floor
Galveston, TX 77551
409-770-5108
http://www.galvestonvotes.org



AGENDA ITEM #30.a.

APPLICATION FOR PERMISSION TO CONVEY BY METES AND BOUNDS PROPERTY DESCRIPTIONS, PORTIONS OF PREVIOUSLY PLATTED LOTS, WITHOUT REVISING THE PLAT

E COMMISSIONERS COURT GALVESTON COUNTY, TEXAS

TO THE HONORABLE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS

NOW COMES Barbara Kathleen Hollis, executrix of Charles H. Homes Estate and files this Petition and Application for permission to convey, by metes and bounds property descriptions, portions of Lots 132, 133, 134 and 135 of EMERALD BEACH, in Galveston County, Texas, recorded in Volume 254-A, Page 79 and transferred to Plat Record 7, Map No. 15, both of the Map Records in the County Clerk's Office of Galveston County, Texas, without revising the plat. There shall be no changes in the streets, drainage or any other lines as presently reflected in the Plat. In support thereof, Petitioner would respectfully show into the Court the following, to wit:

A copy of a survey, with metes and bounds property descriptions, depicting the portions of Lots132, 133, 134 and 135 of EMERALD BEACH attached hereto as EXHIBIT "A".

TRACT 132-A: Lot 132 and North ½ Lot 133 (973 Palmetto Drive) TRACT 134-A: Lots 134, 135 and South ½ Lot 133 (979 Palmetto Drive)

- ---Only a portion of Lots132, 133, 134 and 135 of EMERALD BEACH is to be involved in these conveyances. Petitioner is the sole owner of said Lots132, 133, 134 and 135 of EMERALD BEACH.
- N The proposed revision will not interfere with the established rights of any owner of any other part of the subdivided land, save and except the lands of said Barbara Kathleen Hollis Petitioner herein.
- ω Petitioner is willing and prepared to pay to the County any appropriate administrative cost or fees which may be incurred in the processing of the Application and Petition.
- 4 approval of water well or sewer permits or building permits and that water, sewer and building permits are separate issues. The petitioner understands that approval of this metes and bounds document does not guarantee
- Ç Approval of this metes and bounds application does not guarantee Galveston County Health Deprepermits for the sewer system will be issued.

WHEREFORE, Petitioner prays that upon final hearing hereof, this Honorable Court adopt an Order granting permission to the Petitioner to convey a portion of Lots 132, 133, 134 and 135 of EMERALD BEACH all as per the survey plat and metes and bounds property description shown in Exhibit "A" attached hereto, and that this Honorable Court enter such further orders and take such further action as may be proper. 7

EXECUTED this

_day of

an.

Barbara Kathleen Hollis

Barbara Kathleen Hollis

Executrix of Charles H. Homes Estate
P.O. Box 5646 Kingwood,

77325-5646

COUNTY OF HOVENS

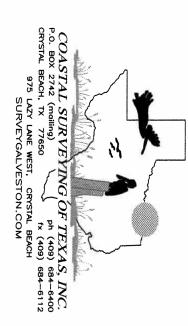


BEFORE ME, the undersigned authority on this day personally appeared Petitioner Barbara Kathleen Hollis, to me to be the person whose name is subscribed to the above and foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

WITNESSED MY HAND AND SEAL OF OFFICE this the Aday of July Notary Public-State of Texas	2013.
APPROVED	
BY: MARK HENRY Date Galveston County Judge	(e
ATTEST:	
DWIGHT SULLIVAN Date County Clerk	
By:	

Page 2 of 2

13-0639 MB App



PAGE 2 OF EXHIBIT 'A' N

Tract 132-A 973 Palmetto Drive

Being all of Lot 132 and the North ½ of Lot 133 of EMERALD BEACH, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 254—A, Page 79, and transferred to Plat Record 7, Map No. 15, both of the Map Records of Galveston County, Texas, Tract 132—A being more particularly described by metes and bounds as follows:

BEGINNING at the Northeast corner of said Lot 132 and the Westerly line of Palmetto Drive, a 50 50 said

BEGINNING at the N foot right-of-way; THENCE South 34° of Lot 133; THENCE South 56° V East, along said Palmetto Drive, a distance of 75 feet to Ω point in the centerline

West, traversing across said Lot 133 ۵ distance of 110 feet to the West line oţ.

said Lot 133; THENCE North THENCE North OF BEGINNING, 56° 4° 34° West, a distance of 75 feet to the Northwest corner of 56° East, along the North line of said Lot 132, a distance containing a calculated area of 0.189 acre. of 110 fact 110 feet to the PLACE

134-A 969 Palmetto Drive

Being all of Lots 134, 135 and the South ½ of Lot 133 of EMERALD BEACH, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 254—A, Pagand transferred to Plat Record 7, Map No. 15, both of the Map Records of Galveston County, said Tract 134—A being more particularly described by metes and bounds as follows: COMMENCING at the Northeast corner of said Lot 132 and the Westerly line of Palmetto Drive, d, a subdivision in 254—A, Page 79,

the centerline

COMMENCING ACCES.

COMMENCING AC

AGENDA ITEM #31.a.

Martinez, Dianna

From:

Boemer, Bob

Sent:

Thursday, August 01, 2013 10:28 AM

To:

Martinez, Dianna

Subject:

FW: Flonase Class Action Settlement

Importance:

High

From: Stacey Minton [mailto:staceym@boonchapman.com]

Sent: Wednesday, July 31, 2013 6:38 PM

To: Boemer, Bob **Cc:** Steve Gauen

Subject: Flonase Class Action Settlement

Importance: High

Good evening, Bob!

Hope all is well with you!

I received notice that a proposed settlement has been reached in a class action lawsuit regarding the prescription nasal spray Flonase. The lawsuit claims that the seller of Flonase violated state laws by delaying the availability of generic versions of Flonase. The seller is SmithKline Beecham Corporation doing business as GlaxoSmithKline ("GSK"). GSK denies it has done anything wrong but has agreed to the Settlement to resolve the controversy and to avoid the cost and expense of further litigation. GSK has agreed to settle the claims in the lawsuit for a total of \$35 million. The lawsuit does not claim that Flonase or its generic equivalents are unsafe or ineffective.

You (the County) are a Class Member if you purchased, paid for, administered and/or reimbursed for Flonase or generic Flonase for consumption by your members, employees, plan participants, beneficiaries or insured in the United States and its territories from May 19, 2004 through March 31, 2009. CVS Caremark has forwarded me the proper data file showing almost \$25,000 in dollars spent on this medication to allow us to file a claim against this settlement.

The deadline for filing is August 15, 2013. I usually send this information to legal and request approval to file a claim on your behalf. Legal and the Court has always given us the go-ahead, but I wanted to run this by you first. If you need additional information about this suit or settlement, you can find additional information at the Flonase website: https://flonasesettlement.com/.

Please let me know if you have any questions. Otherwise, please give me instructions for moving this forward.

Thanks so much!

Stacey R. Minton | Director, Houston Operations | Boon-Chapman | 24 Waterway Avenue, Suite 650 | The Woodlands, TX 77380

Cell: 281.414.2112 | Office: 512.233.7277 or 800.252.9653 ext 7277 | Fax: 512.233.7007 | Email:

stacevm@boonchapman.com

CONFIDENTIAL HEALTH INFORMATION

Health Care Information is personal and sensitive information related to a person's health care. If it is being e-mailed to you, it is being done so after the appropriate authorization from the patient/member or under circumstances that do not require patient/member authorization. You, the recipient, are obligated to maintain the health care information in a safe, secure and confidential manner. Re-disclosure of the health care information transmitted without additional patient/member consent or as permitted by law is prohibited. Unauthorized re-disclosure or failure to maintain confidentiality could subject you to penalties described in federal and state law. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this information is STRICTLY PROHIBITED. If you have received this message by error, please notify us immediately and destroy the related message.

AGENDA ITEM #31.b.



Galveston County Human Resources Policy Manual

Policy HR009-Salary Administration Policy

Page 5 of 25

5. Employees affected by a Reduction-in-Force, upon application for a posted position opening, will be given priority consideration for any such opening for which they are qualified in the same or other County Departments for a period of 30 days of separation from the County. Elected and Appointed Officials are encouraged to accept and adhere to this reinstatement policy.

H. Salary Placement Following Promotion

- 1. A promotion occurs when an Employee is moved from lower position and title to a higher position and title or from a lower pay grade to higher pay grade. An Employee who is promoted shall receive a salary increase not to exceed 10% or the minimum of the new pay grade, whichever is higher.
- 2. Salary increases associated with a promotion must be funded from the existing salary budget. A promoted Employee's salary cannot be increased above the budgeted salary for the new position, unless there are funds to cover the increase. If funds are unavailable for a promotion, the department Head must follow the budget rules set out in Section K of this policy.

I. Transfer of Employment

- 1. Galveston County Health District Employees to the County:
 - a. Are paid accrued vacation, holiday, and compensatory time by the Health District;
 - b. Forfeit their accrued sick leave;
 - c. Maintain their original date of hire for accrual of future vacation and sick leave benefits; and
 - d. Maintain their transfer date for evaluation, merit compensation, and longevity pay eligibility purposes.
 - e. For GCHD employee's on County payroll, effective October 2012, if employee is eligible for retirement, they will be retired from County and transferred to GCHD.

2. Lateral Transfer

a. An Employee who transfers from one department to another department is subject to a six month introductory period beginning with their first day of transfer during which their performance is monitored closely. An Employee may be terminated during their introductory period at any time for any reason or no reason and is not entitled to grieve such termination.



Galveston County Human Resources Policy Manual

Policy HR009-Salary Administration Policy

Page 5 of 25

5. Employees affected by a Reduction-in-Force, upon application for a posted position opening, will be given priority consideration for any such opening for which they are qualified in the same or other County Departments for a period of 30 days of separation from the County. Elected and Appointed Officials are encouraged to accept and adhere to this reinstatement policy.

H. Salary Placement Following Promotion

- 1. A promotion occurs when an Employee is moved from lower position and title to a higher position and title or from a lower pay grade to higher pay grade. An Employee who is promoted shall receive a salary increase not to exceed 10% or the minimum of the new pay grade, whichever is higher.
- 2. Salary increases associated with a promotion must be funded from the existing salary budget. A promoted Employee's salary cannot be increased above the budgeted salary for the new position, unless there are funds to cover the increase. If funds are unavailable for a promotion, the department Head must follow the budget rules set out in Section K of this policy.

I. Transfer of Employment

- 1. Galveston County Health District Employees to the County:
 - a. Are paid accrued vacation, holiday, and compensatory time by the Health District;
 - b. Forfeit their accrued sick leave;
 - c. Maintain their original date of hire for accrual of future vacation and sick leave benefits; and
 - d. Maintain their transfer date for evaluation, merit compensation, and longevity pay eligibility purposes.
 - e. For GCHD employee's on County payroll, effective October 2012, if employee is eligible for retirement, they will be retired from County and transferred to GCHD.

2. Lateral Transfer

a. An Employee who transfers from one department to another department is subject to a six month introductory period beginning with their first day of transfer during which their performance is monitored closely. An Employee may be terminated during their introductory period at any time for any reason or no reason and is not entitled to grieve such termination.

AGENDA ITEM #32.b.

On this the 6th day of August, 2013, the **Commissioners' Court of Galveston County, Texas** convened in a regularly scheduled meeting with the following members thereof present:

Mark A. Henry, County Judge; Ryan L. Dennard, Commissioner, Precinct No. 1; Kevin D. O'Brien, Commissioner, Precinct No. 2; Stephen D. Holmes, Commissioner, Precinct No. 3; Kenneth Clark, Commissioner, Precinct No. 4; and Dwight D. Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

An Order Adopting a County Clerk's Records Archive Fee under §118.025 and §118.011(f) of the Texas Local Government Code

Whereas, pursuant to the authority granted by Texas Local Government Code §118.025 the Commissioners' Court of Galveston County, Texas may adopt a records archive fee under §118.011(f) as part of the County's annual budget; and

Whereas, this fee is to be used for the preservation and restoration services performed by the County Clerk in connection with maintaining his records archive; and

Whereas, attached to this Order is the Preservation and Restoration Plan presented as part of the budget preparation process on July 23, 2013 to the Court by the County Clerk; and

Whereas, on <u>July 19, 2013</u> notice of a public hearing was filed in Galveston County, The Daily News, a newspaper of general circulation in Galveston County; and

Whereas, it is the desire of the Commissioners' Court to adopt a records archive fee of \$10.00 to preserve and restore County records.

Now, Therefore Be it Ordered as Follows:

- 1) that pursuant to §118.011(f) and §118.025 of Texas Local Government Code there is hereby adopted as part of the County of Galveston's annual budget a records archive fee of \$10.00;
- 2) that this fee be designated for the preservation and restoration services performed by the County Clerk in connection with maintaining his records archive;
- 3) that collection of this fee shall commence effective October 1, 2013;
- 4) that this fee be set and itemized in the County's budget as part of the budget preparation process;
- 5) that the fee is to be paid at the time a person, excluding a state agency, presents a public document to the county clerk for recording or filing;

- 6) that the fund generated from the collection of fees under this Order may be expended only for the preservation and restoration of the County Clerk's records archive;
- 7) that the funds may not be used to purchase, lease, or develop computer software to geographically index public records, excluding public records by lot and block description as provided by §193.009(B)(4) of the Local Government Code;
- 8) that the plan presented to this Court on <u>July 23, 2013</u> be approved.
- 9) that the County Clerk post in a prominent area of his office a notice that reads in all capital letters "The Commissioners Court of Galveston County has determined that a records archive fee of \$10.00 is needed to preserve and restore county records".
- 10) that any excess funds, if any, generated from the collection of this fee remaining after completion of a county records archive preservation and restoration project may be expended only for the purposes described by §118.0216 of the Local Government Code which specifies the fee may be used only to provide funds for specific records management including for automation purposes.
- 11) that this Order Setting the Fee, the County Clerk's Plan and the Court's Approval of the Plan will be adopted annually.

Upon Motion Duly Made and Seconded the above Order was unanimously passed this the 6^{th} day of August, 2013.

Attest:		County of Galveston, Texas
	By:	
Dwight D. Sullivan	·	Mark A. Henry
County Clerk		County Judge

BY ORDER DATED AUGUST 6, 2013 THE COMMISSIONERS' COURT OF GALVESTON COUNTY HAS DETERMINED THAT A RECORDS ARCHIVE FEE OF \$10.00 IS NEEDED TO PRESERVE AND RESTORE COUNTY RECORDS.

THIS ORDER IS IN ADDITION TO THE ORDERS DATED AUGUST 30, 2006, AUGUST 29, 2007, SEPTEMBER 3, 2008, SEPTEMBER 2, 2009, SEPTEMBER 1, 2010, AUGUST 6, 2011 AND AUGUST 21, 2012 AND BECOMES EFFECTIVE OCTOBER 1, 2013.

AGENDA ITEM #32.d.

On this the 6th day of August, 2013, the **Commissioners' Court of Galveston County, Texas** convened in a regularly scheduled meeting with the following members thereof present:

Mark A. Henry, County Judge; Ryan L. Dennard, Commissioner, Precinct No. 1; Kevin D. O'Brien, Commissioner, Precinct No. 2; Stephen D. Holmes, Commissioner, Precinct No. 3; Kenneth Clark, Commissioner, Precinct No. 4; and Dwight D. Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

An Order Adopting the District Clerk's Records Archive Fee under §51.305 of the Texas Government Code

Whereas, pursuant to the authority granted by Texas Government Code §51.305 the Commissioners' Court of Galveston County, Texas may adopt a district clerk's records archive fee as part of the County's annual budget; and

Whereas, this fee is to be used for the preservation and restoration services performed by the District Clerk in connection with maintaining his records archive; and

Whereas, this plan along with the proposed fee was presented to the Commissioners' Court at its meeting held on July 23, 2013; and

Whereas, attached to this Order is the Preservation and Restoration Plan previously presented by the District Clerk; and

Whereas, on <u>July 22, 2013</u> notice of a public hearing was filed in Galveston County, The Daily News, a newspaper of general circulation in Galveston County; and

Whereas, it is the desire of the Commissioners' Court to adopt a records archive fee of \$10.00 to preserve and restore the District Clerk's records.

Now, Therefore Be it Ordered as Follows:

- 1) that pursuant to §51.305 of the Texas Government Code there is hereby adopted as part of the County of Galveston's annual budget a district clerk's records archive fee of \$10.00;
- 2) that this fee be designated for the preservation and restoration services performed by the District Clerk in connection with maintaining his records archive;
- 3) that collection of this fee shall commence effective October 1, 2013;
- 4) that this fee has been set and itemized in the County's budget as part of the budget preparation process;

- 5) that the fee is to be paid at the time a person files a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition with the District Clerk;
- 6) that the fund generated from the collection of fees under this Order may be expended only for the preservation and restoration of the District Clerk's records archive in accordance with the terms of his Annual Archive Fee Plan;
- 7) that the plan presented to this Court on <u>July 23, 2013</u> be approved.
- 8) that the District Clerk post in a conspicuous area of his office a notice that reads in all capital letters "The Commissioners Court of Galveston County has determined that a records archive fee of \$10.00 is needed to preserve and restore district court records".
- 9) that any excess funds, if any, generated from the collection of this fee remaining after completion of the district court records archive preservation and restoration project may be expended for records management and preservation purposes in the manner provided by Texas Government Code §51.317(d).
- 10) that this Order Setting the Fee, the District Clerk's Plan and the Court's Approval of the Plan will be adopted annually.

Upon Motion Duly Made and Seconded the above Order was unanimously passed this the 6^{th} day of August, 2013.

		County of Galveston, Texas
	By:	
		Mark A. Henry
		County Judge
Attest:		
Dwight D. Sullivan		
County Clerk		

BY ORDER DATED AUGUST 21, 2012 AND AUGUST 6, 2013 THE COMMISSIONERS' COURT OF GALVESTON COUNTY HAS DETERMINED THAT A RECORDS ARCHIVE FEE OF \$10.00 IS NEEDED TO PRESERVE AND RESTORE THE DISTRICT CLERK'S RECORDS.

THIS ORDER BECOMES EFFECTIVE OCTOBER 1, 2013.

AGENDA ITEM #32.e.



COUNTY of GALVESTON

LEGAL DEPARTMENT

COUNTY COURTHOUSE

722 MOODY STREET 5THFLOOR • GALVESTON, TEXAS 77550

ROBERT B. BOEMER DONALD S. GLYWASKY BARRY C. WILLEY MYRNA S. REINGOLD

July 30, 2013

Hon. Mark A. Henry Hon. County Commissioners' Court Galveston County Courthouse Galveston, Texas 77550

Re: Memorandum of Understanding Between the Texas General Land Office and the County

of Galveston.

Gentlemen:

Attached for your consideration is a Memorandum of Understanding between the Texas General Land Office and the County of Galveston regarding the closure of Rollover Pass.

Under the agreement, the GLO pays the costs to obtain the property for the closure and to construct future recreational facilities. The County agrees to act in accordance with its authority to obtain the property necessary to for the closure of the pass and for the construction of future recreational facilities.

Further the parties agree to negotiate and execute all documents necessary to effectuate the closure of Rollover Pass and the construction and maintenance for any future recreational facilities.

The agreement is effective upon signing and shall terminate on August 31, 2015. Two signed copies will be forwarded to the GLO and a fully executed copy will be returned to the County.

Barry C. Willey

Kelly Snook, Director of Parks and Senior Services cc:



MEMORANDUM OF UNDERSTANDING BETWEEN THE

TEXAS GENERAL LAND OFFICE AND GALVESTON COUNTY GLO CONTRACT NO. 13-404-000-7841

The **Texas General Land Office** (the "GLO") and the **Galveston County** (the "County"); each a "Party" and collectively, the "Parties;" hereby enter into this Memorandum of Understanding ("MOU") for implementation of the closure of Rollover Pass, Galveston County, Texas, in accordance with Texas Natural Resources Code § 33.613.

WHEREAS, Section 33.613 of the Texas Natural Resources Code authorizes the Commissioner of the General Land Office (the "Commissioner") to undertake the closure of a man-made pass in certain circumstances; and

WHEREAS, the Commissioner has determined that Rollover Pass in Galveston County, Texas, causes or contributes to significant erosion of the shoreline of the adjacent beach; and

WHEREAS, Rollover Pass is not a public navigational channel constructed or maintained by the federal government; and

WHEREAS, pursuant to the General Appropriations Act, 81st Legislature, Regular Session, Article IX, Section 17.117, page IX-94, the GLO received a legislative appropriation for the purpose of closing Rollover Pass; and

WHEREAS, the Commissioner has developed, in consultation with the Texas Parks and Wildlife Department and the County, a plan to construct certain recreational facilities designed to mitigate for the loss of public recreational opportunities resulting from the closure of Rollover Pass, which has been presented to the public and approved by the Commissioner; and

WHEREAS, the ownership in fee simple of the Rollover Pass property is necessary to effectuate its closure; and

WHEREAS, the closure of Rollover Pass and construction and maintenance of new recreational facilities will serve a public use; and

Now, Therefore, the Parties hereby agree to coordinate the closure of Rollover Pass and the construction and maintenance of any future recreational facilities to mitigate for the loss of public recreational opportunities under the following terms and conditions:

1. **PROJECT COSTS** – The GLO shall pay the costs necessary to obtain fee simple ownership of all lands necessary for the closure of Rollover Pass and to construct any

future recreational facilities identified in the Rollover Pass Recreation Plan on the Rollover Pass property, to the extent that such costs have been previously approved by the GLO, in writing.

- 2. **COUNTY AUTHORITY** The County shall act in accordance with its authority to obtain fee simple ownership of all lands necessary for the closure of Rollover Pass and for the construction any future recreational facilities.
- 3. **DEFINITIVE AGREEMENTS** During the term of this MOU, the GLO and County will negotiate and execute all documents necessary to effectuate the closure of Rollover Pass and the construction and maintenance of any future recreational facilities.
- 4. **Public Information** To the extent allowed by law, all press and other public inquiries made regarding activities related to the closure of Rollover Pass shall be coordinated between the GLO and the County and handled in accordance with the Public Information Act, Chapter 552 of the Texas Government Code.
- 5. **EFFECTIVE DATE** The Parties acknowledge and agree that this MOU shall be effective on the date signed by the last Party and shall terminate on August 31, 2015, unless earlier terminated or extended by mutual agreement.
- 6. **PROPER AUTHORITY** Each Party hereto represents and warrants that the person executing this MOU on its behalf has full power and authority to bind the respective entities to this MOU.
- 7. **COUNTERPARTS** This MOU may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same MOU.
- 8. **SEVERABILITY** If any provision contained in this MOU is held to be unenforceable by a court of law or equity, the MOU shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this MOU unenforceable.
- 9. **AMENDMENTS TO THIS MOU** Any material revision of the terms and conditions of this MOU shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR MOU BETWEEN THE TEXAS GENERAL LAND OFFICE AND GALVESTON COUNTY GLO CONTRACT NO. 13-404-000-7841 EFFECTIVE ON THE DATE LAST SIGNED BELOW

GENERAL LAND OFFICE	GALVESTON COUNTY	
Larry L. Laine, Chief Clerk/	Mark A. Henry	_
Deputy Land Commissioner	County Judge	
Date of execution:	Date of execution:	
DIV JRP For Holm Vous	Attest:	
eq MM	Dwight D. Sullivan	
	County Clerk	

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

AGENDA ITEM #32.g.



CHIEF PUBLIC DEFENDER Jack Stoffregen

Deputy Public Defender Philip Wischkaemper

Office Administrator Elaine Nauert

Assistant Public Defender

William P.H. Boyles Mary Elizabeth Conn Melissa Franklin Anna Maria Jimenez Edward Ray Keith, Jr. Keri Mallon Anthony C. Odiome Maxwell C. Peck III Dennis R. Reeves Matthew Seymour Thomas J. "Jay" Wooten John E. Wright

Senior Investigator Albert Miraval

Investigator

Isabel De La Rosa Kirk D. Noaker, Sr. Rudy O'Brien Juan Raul "JR" Soto Rodnic Ward

Senior Mitigator Robert Cowie

Mitigator

Stephanie Bell Robin Buggs Robert Graves Roland Hernandez Ricardo Jimenez Kama Lawrence Jordan Parnell Joanna Petrov Seth Starkey Joseph Ward Nicole Williams

Legal Assistant

Berenice De Leon Sherri Griffith Crystal Morales Leticia Noel Lindsey Wilson

REGIONAL PUBLIC DEFENDER FOR CAPITAL CASES

P. O. Box 2097 Lubbock, Texas 79408 Main Phone: (806) 775-5650 Fax: (806) 775-7954

July 5, 2013

Honorable Mark Henry Galveston County Judge 722 Moody, Suite 200 Galveston TX 77550

Re: 2013 Interlocal Agreement

Dear Judge Henry:

Our office is in the final process of obtaining contributions and signed Interlocal Agreements for the fiscal year ending 2013.

At this time, we do not show that we have received a signed Interlocal Agreement for your county, although we have received your payment. It would be greatly appreciated if you would sign the Interlocal Agreement and return to our office at the above-address as soon as possible.

Should you have any questions or need more information regarding this, please do not hesitate to contact our office.

Yours very truly,

Jack Stoffregen

INTERLOCAL AGREEMENT

This interlocal agreement (the "Agreement") is made by and between LUBBOCK COUNTY, TEXAS ("LUBBOCK COUNTY"), a political subdivision of the State of Texas, acting through the Regional Public Defender for Capital Cases (the "PD"), and GALVESTON COUNTY, TEXAS ("PARTICIPANT"), a political subdivision of the State of Texas, (also, individually, a "Party" or, collectively, the "Parties"). This Agreement is made pursuant to the Fair Defense Act, Texas Code of Criminal Procedure 26.044(b), and Texas Government Code Chapter 791.

RECITALS

WHEREAS, each Party finds: 1) that the subject of this Agreement is necessary for the benefit of the public; and 2) that it has the legal authority to perform and to provide the government function or service which is the subject matter of this Agreement; and,

WHEREAS, the performance of this Agreement by LUBBOCK COUNTY and PARTICIPANT will be in the common interest of the Parties;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I PROGRAM

Program Purpose and Term. The Regional Public Defender for Capital Cases (the "PD"), funded by the Texas Indigent Defense Commission Multi-Year Discretionary Grant Program Funds (the "TIDC"), will provide court-appointed counsel for individuals charged with the offense of capital murder (death-eligible) in the participating counties, Regions, and who cannot afford to hire their own attorney. Inmates in units of the Texas Department of Criminal Justice within the region who are charged with capital murder will continue to be represented by the State Counsel on Offenders, or by private counsel in the case of a conflict. Capital murder cases filed against inmates in units of the Texas Department of Criminal Justice shall not be counted in the average number of capital murder cases filed in a county.

The TIDC will provide funding to hire staff for the PD offices operating in the 1st, 2nd 3rd, 4th, 5th, 6th, and 8th Administrative Judicial Regions, as well as start-up costs for the 1st and 8th Administrative Judicial Regions, during Fiscal Year 2013 (October 1, 2012-September 30, 2013). Participants recognize that counties from the 7th and 9th Administrative Judicial Regions are also participating in the program, with their participation costs bases upon "year 6" of said regions' inclusion as indicated below.

Pursuant to continued funding thereafter, the TIDC is anticipated to provide funds to operate the PD office on a cost-sharing basis (Year 1 of Region's inclusion – 100%, Year 2 of Region's inclusion – 100%, Year 3 of Region's inclusion – 80%, Year 4 of Region's inclusion – 60%, Year 5 of Region's inclusion – 40%, Year 6 of Region's inclusion –

0%). It is possible that the TIDC may consider additional funding mechanisms during Fiscal Years 2012 through 2017; however, the funding is not anticipated to be less than detailed above. In order to provide sustainable funding for the office and a fund balance for emergency situations, counties in the region will contribute, during Year 1 of inclusion - 0%, Year 2 of inclusion - 30%, Year 3 of inclusion - 40%, Year 4 of inclusion - 60%, Year 5 of inclusion - 80% and Year 6 of inclusion - 100% (with a minimum contribution of \$1,000). All percentages are based upon the amount that would be required with no grant funding available (year 6 of regional inclusion). A detailed county allocation schedule is provided in Attachment 1 and is incorporated herein for all purposes. Based upon this cost-sharing approach, participating counties shall provide the remaining operating costs based upon a formula taking into account the population of the county (50%) and the average number of capital murder cases filed between 1998 and 2008 (50%). Such cost share payments shall be made from current funds available to the PARTICIPANT at that time, subject to an annual appropriation. The PD will develop a plan to share costs among the counties beyond the grant period; however, the PD's obligation to perform after the grant period is contingent upon receipt of continued funding.

Interlocal Agreement shall become effective October 1, 2012 and continue in force until September 30, 2013 (Fiscal Year 2013) provided said agreement is executed on or before December 1, 2012.

- 1.02 Judges Authorized to Appoint PD. The District Courts in the participating Administrative Judicial Regions may participate in the Program. The Program allows the Honorable Judge(s) of the Judicial District having jurisdiction within PARTICIPANT's geographic boundaries (so long as the jurisdiction lies within the noted Administrative Judicial Regions) to appoint the PD for the trial defense of death-eligible capital murder cases. In the event of a conflict of interest among defendants or a legal liability for the PD to accept appointment, the trial court shall appoint an attorney or attorneys other than the PD at the PARTICIPANT's expense.
- 1.03 <u>Duties and Responsibilities of the PD</u>. The PD will represent defendants at the trial or re-trial phase only. All decisions pertaining to the presentation of the case will be at the sole discretion of the PD. The PD will at all times be guided by and comply with his or her duties as a licensed attorney in the State of Texas and the Texas Disciplinary Rules of Professional Conduct in making these determinations.
- Program Analysis. At least quarterly throughout the period of the grant and at the end thereof, the PD will prepare an analysis of the Program, as well as an estimated cost for PARTICIPANT's continued participation after all applicable grant funds are expended. The analysis will consist of a fiscal analysis and an analysis of the effectiveness of the PD in meeting pre-established goals and objectives. The PD will provide copies of the analysis to PARTICIPANT's Commissioners Court and to the Honorable Judges identified of the participating Administrative Judicial Regions. PARTICIPANT shall have three months from the date the cost analysis is provided to the Commissioners Courts to consider the analysis and determine whether it will continue to participate in the

Program. If PARTICIPANT requests to continue participating in the Program, a new interlocal agreement as to funding and the funding cycle will be necessary.

- 1.05 <u>Data for the Analysis</u>. As consideration for its initial participation in the Program, PARTICIPANT agrees to provide the PD information as needed to conduct the analysis, including the current payment schedule for court-appointed counsel on capital murder cases, and the previous five fiscal years' data on the amount PARTICIPANT paid for appointed counsel on capital murder cases, if available.
- 1.06 <u>Additional Experts.</u> PARTICIPANT will continue to incur the expense of additional experts as approved by the local court.
- 1.07 <u>Fact Investigators and Mitigation Specialists</u>. The PD will provide a fact investigator and mitigation specialist to cases assigned to the office.
- 1.08 No other Costs Incurred. Neither the TIDC nor the PD will assume any additional costs associated with representation of indigent defendants. Costs of interpreters or any other collateral cost must be absorbed by PARTICIPANT.

ARTICLE II OTHER TERMS AND CONDITIONS

2.01 Notice and Addresses. Unless otherwise specifically provided herein, all notices, reports, and invoices required under this Agreement shall be given in person or by certified or registered mail, addressed to the proper Party, at the following address:

If to LUBBOCK COUNTY:

Honorable Tom V. Head County Judge Lubbock County PO Box 10536 Lubbock, Texas 79408

And:

Jack Stoffregen Chief Public Defender Regional Public Defender for Capital Cases P O Box 2097 Lubbock, Texas 79408

If to PARTICIPANT:

Honorable Mark Henry County Judge Galveston County 722 Moody, Suite 200 Galveston, Texas 77550

- 2.02 <u>No Partnership.</u> Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
- 2.03 <u>Waiver</u>. The failure of any Party to insist upon the performance of any terms or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.
- 2.04 <u>Benefit of the Parties</u>. The terms and conditions of this Agreement are solely for the benefit of the Parties and are not intended to create any rights, contractual or otherwise, for any other person or entity.
- 2.05 <u>Force Majeure</u>. If the performance of any obligation under this Agreement is delayed by something reasonably beyond the control of the Party obligated to perform ("Force Majeure"), that Party shall be excused from performing the obligation during that period, so that the time period applicable to the performance shall be extended for a period of time equal to the period that Party was delayed due to the event of Force Majeure.
- 2.06 <u>Severability</u>. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.
- 2.07 <u>Prior Agreements Superseded.</u> This Agreement constitutes the only agreement of the Parties and supersedes any prior understanding or written or oral agreements between the Parties respecting the within subject matter.
- 2.08 <u>Amendments</u>. In order to be binding, an amendment to this Agreement must be in writing, dated subsequent to the date of this Agreement, and executed by the Parties.

2.09 Withdrawal by Party.

(a) Voluntary Withdrawal. Voluntary withdrawal by PARTICIPANT from the Agreement shall occur upon the affirmative decision by PARTICIPANT's Commissioners Court to withdraw from the Agreement and the withdrawing PARTICIPANT giving at least one hundred and eighty (180) calendar days notice to LUBBOCK COUNTY and the PD. The effective date of voluntary withdrawal shall

be one hundred and eighty (180) calendar days after the withdrawing Participant gives notice to LUBBOCK COUNTY.

(b) Involuntary Withdrawal. PARTICIPANT shall be deemed to have involuntarily withdrawn from the Agreement upon the failure by the PARTICIPANT to pay any cost-sharing payment by the due date, as provided in a notice to the PARTICIPANT. PARTICIPANT shall be given thirty (30) days written notice of non-payment by LUBBOCK COUNTY and shall not be deemed to be in default until the expiration of thirty (30) days after receipt of the written notice.

day of

SIGNED AND EXECUTED this

Lubbock

. 201 .

SIGNED AND EXECUTED and	
COUNTY OF LUBBOCK	COUNTY OF GALVESTON
	mal am
Honorable Thomas V. Head County Judge	Honorable Mark Henry County Judge
County Judge	County vauge
ATTEST:	ATTEST:
Honorable Kelly Pinion	Honorable
Lubbock County Clerk	Galveston County Clerk
APPROVED AS TO CONTENT:	APPROVED AS TO CONTENT:
Jack Stoffregen	
Chief Public Defender	
Regional Public Defender	
for Capital Cases	
REVIEWED FOR FORM:	REVIEWED FOR FORM:
R. Neal Burt	
Civil Division Chief	
Criminal District Attorney's Office	Co
Il.l. a ale	Co

27,282 0.38730% 0.9 0.75000% 50 512,565 516,742 525,113 533,484 543,855 27,282 1.03472% 0.7 0.58333% 50 517,864 523,819 535,728 547,638 559,547 27,743 3.95740% 8.7 7.25000% 50 512,355 516,4981 5247,472 5329,962 5412,433 9,420 0.13472% 0.2 0.16667% 50 53,322 54,429 56,644 58,859 511,073 18,412 0.26334% 0.1 0.91667% 50 53,322 54,429 56,644 58,859 511,073 18,412 0.26334% 0.1 0.91667% 50 55,657 57,24 511,313 515,084 518,931 18,412 0.26334% 0.1 0.91667% 50 547,897 563,863 595,794 511,775 519,943 512,975 18,412 0.26334% 0.1 0.91667% 50 547,897 563,863 595,794 511,775 519,943 520,948 18,413 0.51071% 0.1 0.83333% 50 55,479 59,971 514,957 519,943 524,795 18,423 0.51071% 0.1 0.16667% 50 57,479 59,971 514,957 519,943 524,795 18,423 0.51071% 0.1 0.16667% 50 57,479 59,971 514,957 519,943 524,795 18,423 0.51071% 0.1 0.16667% 50 57,479 59,971 514,957 519,943 524,795 18,423 0.51071% 0.1 0.16667% 50 57,479 59,971 514,957 519,943 524,795 18,423 0.15071% 0.1 0.16667% 50 57,479 59,971 514,957 519,943 524,795 18,423 0.15071% 0.1 0.16667% 50 52,238 515,066 512,239 18,423 0.15071% 0.1 0.16667% 50 52,238 515,066 512,239 18,423 0.15071% 0.1 0.16667% 50 52,439 512,239 516,391 520,489 18,424 0.16667% 0.1 0.83333% 50 526,471 534,956 522,433 569,911 527,528 18,423 0.15071% 0.2 0.16667% 50 54,075 55,433 549,913 549,929 18,423 0.15072% 0.1 0.16667% 50 53,781 52,642 52,533 569,911 52,538 18,424 0.16667% 0.1 0.16667% 50 53,781 55,642 52,538 510,083 512,604 18,6387 0.16667% 0.1 0.16667% 50 53,781 52,542 53,3348 544,444 519,258 18,543 0.15072% 0.1 0.16667% 50 53,781	т	T	
0.0 0.75000% \$0 \$20,402 \$21,203 \$24,804 \$24,405 0.7 0.58333% \$0 \$12,556 \$16,742 \$25,113 \$33,484 0.7 0.58333% \$0 \$17,864 \$23,819 \$35,728 \$47,638 8.7 7.25000% \$0 \$13,736 \$164,981 \$247,472 \$329,962 \$6,644 \$8,859 0.2 0.16667% \$0 \$5,657 \$7,542 \$11,313 \$15,084 1.1 0.91667% \$0 \$56,793 \$75,724 \$113,586 \$151,448 \$6 2.3 1.91667% \$0 \$547,897 \$63,863 \$95,794 \$127,726 \$6 2.3 1.91667% \$0 \$5,832 \$9,971 \$13,665 \$18,220 0.7 0.58333% \$0 \$5,4479 \$9,971 \$14,957 \$19,943 0.2 0.16667% \$0 \$7,479 \$9,971 \$14,957 \$19,943 0.2 0.16667% \$0 \$4,075 </td <td>21,062 0</td> <td>17,762 3rd</td> <td>Lampasas</td>	21,062 0	17,762 3rd	Lampasas
0.0 0.75000% \$0 \$20,402 \$21,203 \$24,804 \$24,804 0.7 0.55000% \$0 \$12,556 \$16,742 \$25,113 \$33,484 0.7 0.58333% \$0 \$17,864 \$23,819 \$35,728 \$47,638 8.7 7.25000% \$0 \$13,736 \$164,981 \$247,472 \$329,962 0.2 0.16667% \$0 \$3,322 \$4,429 \$6,644 \$8,859 0.3 0.25000% \$0 \$5,657 \$7,542 \$11,313 \$15,084 1.1 0.91667% \$0 \$56,793 \$75,724 \$113,138 \$15,084 1.1 0.91667% \$0 \$56,793 \$75,724 \$113,138 \$15,084 1.1 0.191667% \$0 \$547,897 \$63,863 \$95,794 \$127,726 \$24,795 0.7 0.58333% \$0 \$5,447 \$13,665 \$18,220 \$16,391 0.2 0.16667% \$0 \$7,473 \$9,971 \$14,957 <	245,904 3	252,051 2nd	Jefferson
0.00 0.75000% 50 522,402 527,203 540,804 554,405 0.9 0.75000% 50 \$12,556 \$16,742 \$25,113 \$33,484 0.7 0.58333% \$0 \$17,864 \$23,819 \$35,778 \$47,638 8.7 7.25000% \$0 \$123,736 \$164,981 \$247,472 \$329,962 \$47,638 8.7 7.25000% \$0 \$55,657 \$7,542 \$11,313 \$15,084 0.2 0.16667% \$0 \$56,793 \$75,724 \$113,386 \$151,448 1.1 0.91667% \$0 \$56,793 \$75,724 \$113,386 \$151,448 2.3 1.91667% \$0 \$56,793 \$75,724 \$113,386 \$151,488 2.3 1.91667% \$0 \$56,793 \$75,724 \$113,386 \$151,488 2.3 1.91667% \$0 \$47,897 \$63,863 \$95,794 \$12,7726 2.3 1.91667% \$0 \$6,147 \$8,196 \$12,293 <td>35,414 0</td> <td>35,604 2nd</td> <td>Jasper</td>	35,414 0	35,604 2nd	Jasper
0.00 0.75000% 50 520,402 521,205 540,804 554,405 0.9 0.75000% 50 \$12,556 \$16,742 \$21,256 \$16,742 \$23,113 \$33,484 0.7 0.58333% \$0 \$17,864 \$23,819 \$35,772 \$47,638 8.7 7.25000% \$0 \$123,736 \$164,981 \$247,472 \$329,962 \$47,638 8.7 7.25000% \$0 \$5,657 \$7,542 \$11,313 \$15,084 0.2 0.16667% \$0 \$56,793 \$75,724 \$113,386 \$151,448 1.1 0.91667% \$0 \$56,793 \$75,724 \$113,386 \$151,448 2.3 1.91667% \$0 \$56,793 \$75,724 \$113,386 \$151,448 2.3 1.91667% \$0 \$56,793 \$75,724 \$113,386 \$151,488 2.3 1.91667% \$0 \$47,897 \$63,863 \$95,794 \$12,7726 2.3 1.91667% \$0 \$6,147 <td>35,315 0</td> <td>32,321 3rd</td> <td>三</td>	35,315 0	32,321 3rd	三
0.00 0.75000% \$0 \$20,402 \$20,402 \$24,030 \$34,804 \$34,405 0.0 0.75000% \$0 \$12,556 \$16,742 \$25,113 \$33,484 0.7 0.58333% \$0 \$17,864 \$23,819 \$35,728 \$47,638 8.7 7.25000% \$0 \$17,864 \$23,819 \$35,728 \$47,638 0.7 0.16667% \$0 \$123,736 \$164,981 \$247,472 \$329,962 \$ 0.2 0.16667% \$0 \$5,657 \$7,542 \$11,313 \$15,084 1.1 0.91667% \$0 \$56,793 \$75,724 \$113,586 \$151,448 \$ 0.3 0.25000% \$0 \$56,832 \$9,110 \$13,665 \$18,270 \$ 0.7 0.16667% \$0 \$7,479 \$9,971 \$14,957 \$19,943 0.2 0.16667% \$0 \$5,493 \$9,971 \$14,957 \$19,943 0.2 0.16667% \$0 \$4,075	142,310 2	97,589 3rd	Hays
0.00 0.00007/8 \$0 \$20,402 \$21,203 \$40,804 \$24,405 0.9 0.75000% \$0 \$12,556 \$16,742 \$25,113 \$33,484 0.7 0.58333% \$0 \$17,864 \$23,819 \$35,728 \$47,638 8.7 7.25000% \$0 \$17,864 \$23,819 \$35,728 \$47,638 8.7 7.25000% \$0 \$1,332 \$4,429 \$6,644 \$8,859 0.2 0.16667% \$0 \$5,657 \$7,542 \$11,313 \$15,084 1.1 0.91667% \$0 \$56,793 \$75,724 \$113,586 \$151,448 \$6 2.3 1.91667% \$0 \$47,897 \$63,863 \$95,794 \$12,726 \$6 0.7 0.58333% \$0 \$9,298 \$12,398 \$18,596 \$24,795 \$6 0.7 0.16667% \$0 \$7,479 \$9,971 \$14,957 \$19,943 0.1 0.183333% \$0 \$6,147 \$8,196	51,541 0	48,073 2nd	Hardin
0.0 0.0 <td>8,523 0</td> <td>8,229 3rd</td> <td>Hamilton</td>	8,523 0	8,229 3rd	Hamilton
0.0 0.00007/8 \$0 \$20,402 \$21,203 \$40,804 \$54,405 0.9 0.75000% \$0 \$12,556 \$16,742 \$25,113 \$33,484 0.7 0.58333% \$0 \$17,864 \$23,819 \$35,728 \$47,638 8.7 7.25000% \$0 \$123,736 \$164,981 \$247,472 \$329,962 \$8,859 0.2 0.16667% \$0 \$5,657 \$7,542 \$11,313 \$15,084 1.1 0.91667% \$0 \$56,793 \$75,724 \$113,586 \$151,448 \$45,795 0.3 0.25000% \$0 \$56,793 \$75,724 \$113,586 \$151,448 \$45,704 \$12,795 \$12,084 </td <td>119,084 1</td> <td>89,023 3rd</td> <td>Guadalupe</td>	119,084 1	89,023 3rd	Guadalupe
0.0 0.00007% \$0 \$20,402 \$21,203 \$40,804 \$54,405 0.0 0.75000% \$0 \$12,556 \$16,742 \$25,113 \$33,484 0.7 0.58333% \$0 \$17,864 \$23,819 \$35,728 \$47,638 8.7 7.25000% \$0 \$123,736 \$164,981 \$247,472 \$329,962 \$ 0.2 0.16667% \$0 \$3,322 \$4,429 \$6,644 \$8,859 0.3 0.25000% \$0 \$5,657 \$7,542 \$11,313 \$15,084 1.1 0.91667% \$0 \$56,793 \$75,724 \$113,586 \$151,448 \$ 2.3 1.91667% \$0 \$47,897 \$63,863 \$95,794 \$127,726 \$ 0.7 0.58333% \$0 \$9,298 \$12,398 \$18,596 \$24,795 \$ 0.2 0.16667% \$0 \$7,479 \$9,971 \$14,957 \$19,943 0.2 0.16667% \$0 \$5,258 <t< td=""><td>24,884 0</td><td>23,552 2nd</td><td>Grimes</td></t<>	24,884 0	23,552 2nd	Grimes
0.0 0.00007/8 \$0 \$220,402 \$27,203 \$40,804 \$54,405 0.0 0.75000% \$0 \$12,556 \$16,742 \$25,113 \$33,484 0.7 0.58333% \$0 \$17,864 \$23,819 \$35,728 \$47,638 8.7 7.25000% \$0 \$123,736 \$164,981 \$247,472 \$329,962 \$ 0.2 0.16667% \$0 \$3,322 \$44,429 \$6,644 \$8,859 0.3 0.25000% \$0 \$5,657 \$7,542 \$11,313 \$15,084 1.1 0.91667% \$0 \$56,793 \$75,724 \$113,586 \$151,448 \$ 2.3 1.91667% \$0 \$47,897 \$63,863 \$95,794 \$127,726 \$ 0.7 0.58333% \$0 \$9,298 \$12,398 \$18,596 \$24,795 \$ 0.2 0.16667% \$0 \$6,832 \$9,110 \$13,665 \$18,220 0.2 0.16667% \$0 \$6,147	19,174 0		Gonzales
0.0 0.00007% \$0 \$20,402 \$21,203 \$40,804 \$54,405 0.0 0.75000% \$0 \$12,556 \$16,742 \$25,113 \$33,484 0.7 0.58333% \$0 \$17,864 \$23,819 \$35,728 \$47,638 8.7 7.25000% \$0 \$123,736 \$164,981 \$247,472 \$329,962 \$ 0.2 0.16667% \$0 \$3,322 \$4,429 \$6,644 \$8,859 0.3 0.25000% \$0 \$5,657 \$7,542 \$11,313 \$15,084 1.1 0.91667% \$0 \$56,793 \$75,724 \$113,586 \$151,448 \$ 2.3 1.91667% \$0 \$47,897 \$63,863 \$95,794 \$127,726 \$ 0.7 0.58333% \$0 \$9,298 \$12,398 \$18,596 \$24,795 0.2 0.16667% \$0 \$6,832 \$9,110 \$13,665 \$18,220 0.2 0.16667% \$0 \$6,147 \$8,196	286,987 4	250,158 2nd	Galveston
0.0 0.00007% \$0 \$20,402 \$21,203 \$40,804 \$54,405 0.0 0.75000% \$0 \$12,556 \$16,742 \$25,113 \$33,484 0.7 0.58333% \$0 \$17,864 \$23,819 \$35,728 \$47,638 8.7 7.25000% \$0 \$123,736 \$164,981 \$247,472 \$329,962 \$ 0.2 0.16667% \$0 \$123,736 \$164,981 \$247,472 \$329,962 \$ 0.2 0.16667% \$0 \$5,657 \$7,542 \$11,313 \$15,084 1.1 0.91667% \$0 \$56,793 \$75,724 \$113,586 \$151,448 \$ 2.3 1.91667% \$0 \$47,897 \$63,863 \$95,794 \$127,726 \$ 0.7 0.58333% \$0 \$6,832 \$9,110 \$13,665 \$18,220 0.2 0.16667% \$0 \$6,147 \$8,196 \$12,293 \$16,391 0.2 0.16667% \$0 \$5,25	19,643 0	17,867 2nd	Freestone
O.9 O.90007/8 \$0 \$20,402 \$21,203 \$40,804 \$54,405 O.9 0.75000% \$0 \$12,556 \$16,742 \$25,113 \$33,484 O.7 0.58333% \$0 \$17,864 \$23,819 \$35,728 \$47,638 8.7 7.25000% \$0 \$123,736 \$164,981 \$247,472 \$329,962 \$ 0.2 0.16667% \$0 \$123,736 \$164,981 \$247,472 \$329,962 \$ 0.2 0.16667% \$0 \$5,657 \$7,542 \$11,313 \$15,084 1.1 0.91667% \$0 \$56,793 \$75,724 \$113,586 \$151,448 \$ 2.3 1.91667% \$0 \$47,897 \$63,863 \$95,794 \$127,726 \$ 0.7 0.58333% \$0 \$47,897 \$63,863 \$95,794 \$12,729 \$ 0.2 0.16667% \$0 \$6,832 \$9,110 \$13,665 \$18,220 \$ 20 \$16,674	24,037 0	21,804 3rd	Fayette
0.0 0.00007% \$0 \$20,402 \$21,203 \$40,804 \$54,405 0.9 0.75000% \$0 \$12,556 \$16,742 \$25,113 \$33,484 0.7 0.58333% \$0 \$17,864 \$23,819 \$35,728 \$47,638 8.7 7.25000% \$0 \$123,736 \$164,981 \$247,472 \$329,962 \$ 0.2 0.16667% \$0 \$3,322 \$4,429 \$6,644 \$8,859 0.3 0.25000% \$0 \$5,657 \$7,542 \$11,313 \$15,084 1.1 0.91667% \$0 \$56,793 \$75,724 \$113,586 \$151,448 \$ 2.3 1.91667% \$0 \$47,897 \$63,863 \$95,794 \$127,726 \$ 0.7 0.58333% \$0 \$47,897 \$63,863 \$95,794 \$12,795 \$ 0.2 0.16667% \$0 \$6,832 \$9,110 \$13,665 \$18,220 0.2 0.16667% \$0 \$7,479 <	17,807 0	18,576 3rd	Falls
0.0 0.00007% \$0 \$20,402 \$21,203 \$40,804 \$54,405 0.9 0.75000% \$0 \$12,556 \$16,742 \$25,113 \$33,484 0.7 0.58333% \$0 \$17,864 \$23,819 \$35,728 \$47,638 8.7 7.25000% \$0 \$123,736 \$164,981 \$247,472 \$329,962 \$ 0.2 0.16667% \$0 \$123,736 \$164,981 \$247,472 \$329,962 \$ 0.2 0.16667% \$0 \$5,657 \$7,542 \$11,313 \$15,084 1.1 0.91667% \$0 \$56,793 \$75,724 \$113,586 \$151,448 \$ 2.3 1.91667% \$0 \$47,897 \$63,863 \$95,794 \$127,726 \$ 0.7 0.58333% \$0 \$9,298 \$12,398 \$18,596 \$24,795 0.2 0.16667% \$0 \$6,832 \$9,110 \$13,665 \$18,220 0.2 0.16667% \$0 \$6,147	76,751 1	74,978 3rd	Coryell
0.0 0.00007% \$0 \$20,402 \$27,203 \$40,804 \$54,405 0.0 0.75000% \$0 \$12,556 \$16,742 \$25,113 \$33,484 0.7 0.58333% \$0 \$17,864 \$23,819 \$35,728 \$47,638 8.7 7.25000% \$0 \$123,736 \$164,981 \$247,472 \$329,962 \$ 0.2 0.16667% \$0 \$3,322 \$4,429 \$6,644 \$8,859 0.3 0.25000% \$0 \$5,657 \$7,542 \$11,313 \$15,084 1.1 0.91667% \$0 \$56,793 \$75,724 \$113,586 \$151,448 \$ 2.3 1.91667% \$0 \$47,897 \$63,863 \$95,794 \$127,726 \$ 0.7 0.58333% \$0 \$9,298 \$12,398 \$18,596 \$24,795 \$ 0.2 0.16667% \$0 \$6,832 \$9,110 \$13,665 \$18,220 0.2 0.16667% \$0 \$7,479 <t< td=""><td>14,206 0</td><td>14,026 3rd</td><td>Comanche</td></t<>	14,206 0	14,026 3rd	Comanche
0.0 0.00007/6 \$0 \$20,402 \$21,203 \$40,804 \$54,405 0.9 0.75000% \$0 \$12,556 \$16,742 \$25,113 \$33,484 0.7 0.58333% \$0 \$17,864 \$23,819 \$35,728 \$47,638 8.7 7.25000% \$0 \$123,736 \$164,981 \$247,472 \$329,962 \$ 0.2 0.16667% \$0 \$3,322 \$4,429 \$6,644 \$8,859 0.3 0.25000% \$0 \$5,657 \$7,542 \$11,313 \$15,084 1.1 0.91667% \$0 \$56,793 \$75,724 \$113,586 \$151,448 \$ 2.3 1.91667% \$0 \$47,897 \$63,863 \$95,794 \$127,726 \$ 0.7 0.58333% \$0 \$9,298 \$12,398 \$18,596 \$24,795 \$ 0.2 0.16667% \$0 \$6,832 \$9,110 \$13,665 \$18,220 0.2 0.16667% \$0 \$6,147 <	108,170 1.54125%	78,021 3rd	Comal
0.0 0.00007% \$0 \$20,402 \$27,203 \$40,804 \$54,405 0.9 0.75000% \$0 \$12,556 \$16,742 \$25,113 \$33,484 0.7 0.58333% \$0 \$17,864 \$23,819 \$35,728 \$47,638 8.7 7.25000% \$0 \$123,736 \$164,981 \$247,472 \$329,962 \$ 0.2 0.16667% \$0 \$3,322 \$4,429 \$6,644 \$8,859 0.3 0.25000% \$0 \$5,657 \$7,542 \$11,313 \$15,084 1.1 0.91667% \$0 \$56,793 \$75,724 \$113,586 \$151,448 \$ 2.3 1.91667% \$0 \$47,897 \$63,863 \$95,794 \$127,726 \$ 0.7 0.58333% \$0 \$9,298 \$12,398 \$18,596 \$24,795 0.2 0.16667% \$0 \$6,832 \$9,110 \$13,665 \$18,220 0.1 0.08333% \$0 \$6,832 \$9,971	21,725 0	20,390 3rd	Colorado
0.0 0.00007% \$0 \$20,402 \$21,203 \$40,804 \$54,405 0.9 0.75000% \$0 \$12,556 \$16,742 \$25,113 \$33,484 0.7 0.58333% \$0 \$17,864 \$23,819 \$35,728 \$47,638 8.7 7.25000% \$0 \$123,736 \$164,981 \$247,472 \$329,962 \$ 0.2 0.16667% \$0 \$3,322 \$4,429 \$6,644 \$8,859 0.3 0.25000% \$0 \$5,657 \$7,542 \$11,313 \$15,084 1.1 0.91667% \$0 \$56,793 \$75,724 \$113,586 \$151,448 \$ 2.3 1.91667% \$0 \$47,897 \$63,863 \$95,794 \$127,726 \$ 0.7 0.58333% \$0 \$9,298 \$12,398 \$18,596 \$24,795 0.2 0.16667% \$0 \$6,832 \$9,110 \$13,665 \$18,220 0.2 0.16667% \$0 \$7,479 \$9,971	33,225 0	26,031 2nd	Chambers
0.0 0.00007% \$0 \$20,402 \$21,203 \$40,804 \$54,405 0.9 0.75000% \$0 \$12,556 \$16,742 \$25,113 \$33,484 0.7 0.58333% \$0 \$17,864 \$23,819 \$35,728 \$47,638 8.7 7.25000% \$0 \$123,736 \$164,981 \$247,472 \$329,962 \$ 0.2 0.16667% \$0 \$3,322 \$4,429 \$6,644 \$8,859 0.3 0.25000% \$0 \$5,657 \$7,542 \$11,313 \$15,084 1.1 0.91667% \$0 \$56,793 \$75,724 \$113,586 \$151,448 \$ 2.3 1.91667% \$0 \$56,793 \$75,724 \$113,586 \$151,448 \$ 2.3 1.91667% \$0 \$47,897 \$63,863 \$95,794 \$127,726 \$ 0.7 0.58333% \$0 \$9,298 \$12,398 \$18,596 \$24,795 0 0.00000% \$0 \$6,832	35,843 0	32,194 3rd	Caldwell
0.0 0.0000776 \$0 \$20,402 \$27,203 \$40,804 \$54,405 0.9 0.75000% \$0 \$12,556 \$16,742 \$25,113 \$33,484 0.7 0.58333% \$0 \$17,864 \$23,819 \$35,728 \$47,638 8.7 7.25000% \$0 \$123,736 \$164,981 \$247,472 \$329,962 0.2 0.16667% \$0 \$3,322 \$4,429 \$6,644 \$8,859 0.3 0.25000% \$0 \$5,657 \$7,542 \$11,313 \$15,084 1.1 0.91667% \$0 \$56,793 \$75,724 \$113,586 \$151,448 2.3 1.91667% \$0 \$47,897 \$63,863 \$95,794 \$127,726 0.7 0.58333% \$0 \$9,298 \$12,398 \$18,596 \$24,795	43,433 0	34,147 3rd	Burnet
0.0 0.0000776 \$0 \$20,402 \$27,203 \$40,804 \$54,405 0.9 0.75000% \$0 \$12,556 \$16,742 \$25,113 \$33,484 0.7 0.58333% \$0 \$17,864 \$23,819 \$35,728 \$47,638 8.7 7.25000% \$0 \$123,736 \$164,981 \$247,472 \$329,962 0.2 0.16667% \$0 \$3,322 \$4,429 \$6,644 \$8,859 0.3 0.25000% \$0 \$5,657 \$7,542 \$11,313 \$15,084 1.1 0.91667% \$0 \$56,793 \$75,724 \$113,586 \$151,448 2.3 1.91667% \$0 \$47,897 \$63,863 \$95,794 \$127,726	18,167 0	16,470 2nd	Burleson
0.0 0.0000776 \$0 \$20,402 \$27,203 \$40,804 \$54,405 0.9 0.75000% \$0 \$12,556 \$16,742 \$25,113 \$33,484 0.7 0.58333% \$0 \$17,864 \$23,819 \$35,728 \$47,638 8.7 7.25000% \$0 \$123,736 \$164,981 \$247,472 \$329,962 0.2 0.16667% \$0 \$3,322 \$4,429 \$6,644 \$8,859 0.3 0.25000% \$0 \$5,657 \$7,542 \$11,313 \$15,084 1.1 0.91667% \$0 \$56,793 \$75,724 \$113,586 \$151,448	169,958 2	152,415 2nd	Brazos
0.0 0.00007% \$0 \$20,402 \$27,203 \$40,804 \$54,405 0.9 0.75000% \$0 \$12,556 \$16,742 \$25,113 \$33,484 0.7 0.58333% \$0 \$17,864 \$23,819 \$35,728 \$47,638 8.7 7.25000% \$0 \$123,736 \$164,981 \$247,472 \$329,962 \$ 0.2 0.16667% \$0 \$3,322 \$4,429 \$6,644 \$8,859 0.3 0.25000% \$0 \$5,657 \$7,542 \$11,313 \$15,084	296,691 4	241,767 2nd	Brazoria
0.0 0.00007/% \$0 \$20,402 \$27,203 \$40,804 \$54,405 0.9 0.75000% \$0 \$12,556 \$16,742 \$25,113 \$33,484 0.7 0.58333% \$0 \$17,864 \$23,819 \$35,728 \$47,638 8.7 7.25000% \$0 \$123,736 \$164,981 \$247,472 \$329,962 \$ 0.2 0.16667% \$0 \$3,322 \$4,429 \$6,644 \$8,859	18,412 0	17,204 3rd	Bosque
0.9 0.75000% \$0 \$20,402 \$27,203 \$40,804 \$54,405 0.9 0.75000% \$0 \$12,556 \$16,742 \$25,113 \$33,484 0.7 0.58333% \$0 \$17,864 \$23,819 \$35,728 \$47,638 8.7 7.25000% \$0 \$123,736 \$164,981 \$247,472 \$329,962 \$	9,420 0	8,418 3rd	Blanco
0.9 0.75000% \$0 \$12,556 \$16,742 \$25,113 \$33,484 0.7 0.58333% \$0 \$17,864 \$23,819 \$35,728 \$47,638	277,743 3	237,974 3rd	Bell
0.9 0.75000% \$0 \$12,556 \$16,742 \$25,113 \$33,484	72,620 1	57,733 2nd	Bastrop
0.80000// 301 304,054 304,054 340,804 354,405	27,182 0	23,590 3rd	Austin
20, 22, 22, 20, 20, 20, 20, 20, 20, 20,	82,903 1	80,130 2nd	Angelina
2008 Pop E% Total Po Cases % Total Cas (0%) (30%) (40%) (60%) (80%) (100%)	2008 Pop E%	Region	County
Yearly Avg FY 2012 FY 2013 FY 2014 FY 2015 FY 2016 FY 2017			

\$44,931 \$23,316	CAN AND	208 125	\$21,204	\$15,903	\$0	1 1.41667%	17%	32 0.60217%	42,262	2nd	41,188	Wharton
\$44,931	\$18,652	\$13,989	\$9,326	\$6,995	\$0	0.2 0.16667%		32,767 0.46688%	32,76	2nd	30,373	Washingto
	\$35,945	\$26,959	\$17,973	\$13,479	\$0	0.8 0.66667%		8 0.55424%	38,898	2nd	32,663	Waller
\$42,885	\$34,308	\$25,731	\$17,154	\$12,866	\$0	0.3 0.25000%		64,239 0.91530%	64,23	2nd	61,758	Walker
\$23,367	\$18,694	\$14,020	\$9,347	\$7,010	\$0	0.4 0.33333%		21,168 0.30161%	21,16	2nd	20,871	Tyler
\$7,519	\$6,016	\$4,512	\$3,008	\$2,256	\$0	0 0.000000%	12%	0.20432%	14,340	2nd	13,779	Trinity
\$12,379	\$9,903	\$7,428	\$4,952	\$3,714	\$0	0.3 0.25000%		2 0.08637%	6,062	3rd	6,186	San Saba
\$53,478	\$42,782	\$32,087	\$21,391	\$16,043	\$0	1.3 1.08333%		25,953 0.36979%	25,95	2nd	22,246	San Jacinto
\$4,801	\$3,840	\$2,880	\$1,920	\$1,440	\$0	0 0.000000%	14%	9,155 0.13044%	9,15	2nd	8,946	San August
\$29,976	\$23,981	\$17,986	\$11,990	\$8,993	\$0	0.8 0.66667%		10,377 0.14786%	10,37	2nd	10,469	Sabine
\$29,853	\$23,883	\$17,912	\$11,941	\$8,956	\$0	0.7 0.58333%		15,992 0.22786%	15,99	2nd	16,000	Robertson
\$39,774	\$31,819	\$23,864	\$15,910	\$11,932	\$0	0.5 1.58333%		3 0.65917%	46,263	2nd	41,133	Polk
\$65,665	\$52,532	\$39,399	\$26,266	\$19,699	\$0	0.7 0.58333%		6 1.20094%	84,286	2nd	84,966	Orange
\$19,685	\$15,748	\$11,811	\$7,874	\$5,905	\$0	0.4 0.33333%		14,146 0.20156%	14,14	2nd	15,072	Newton
\$53,404	\$42,723	\$32,042	\$21,362	\$16,021	\$0	0.9 0.75000%		49,207 0.70112%	49,20	3rd	45,124	Navarro
\$19,488	\$15,591	\$11,693	\$7,795	\$5,846	\$0	0.2 0.16667%		25,468 0.36288%	25,46	3rd	24,238	Milam
\$207,684	\$166,147	\$124,610 \$166,147	\$83,074	\$62,305	\$0	2.9 2.41667%		6 3.22664%	226,456	3rd	213,517	McLennan
\$40,797	\$32,638	\$24,478	\$16,319	\$12,239	\$0	0.7 0.58333%		2 0.52523%	36,862	2nd	37,957	Matagorda
\$22,694	\$18,155	\$13,617	\$9,078	\$6,808	\$0	0.5 1.08333%		0 0.19720%	13,840	2nd	12,940	Madison
\$10,078	\$8,063	\$6,047	\$4,031	\$3,024	\$0	0.00000%	5%	0 0.27385%	19,220	3rd	17,044	Llano
\$20,787	\$16,630	\$12,472	\$8,315	\$6,236	\$0	0.3 0.25000%		7 0.31485%	22,097	2nd	22,051	Limestone
\$105,016	\$84,013	\$63,010	\$42,006	\$31,505	\$0	2.1 1.75000%		1 1.10355%	77,451	2nd	70,154	Liberty
\$17,608	\$14,086	\$10,565	\$7,043	\$5,282	\$0	0.3 0.25000%		3 0.22844%	16,033	2nd	15,335	Leon
\$18,320	\$14,656	\$10,992	\$7,328	\$5,496	\$0	0.3 0.25000%		1 0.24779%	17,391	2nd	15,657	Lee

AGENDA ITEM #33.a.

State of Texas §
County of Galveston §

ORDER DESIGNATING AUXILIARY COURTS, AUXILIARY COUNTY BUILDINGS, AND AUXILIARY COUNTY SEATS

On this, the 6th day of August, 2013, the Commissioners Court of Galveston County, Texas, convened in a **Regularly Scheduled Meeting** with the following members present:

Mark Henry, County Judge; Ryan L. Dennard, Commissioner, Precinct No. 1; Kevin O'Brien, Commissioner, Precinct No. 2; Stephen D. Holmes, Commissioner, Precinct No. 3; Kenneth Clark, Commissioner, Precinct No. 4; Dwight D. Sullivan, County Clerk

when the following proceedings, among others, were had, to wit:

Whereas, the county seat of Galveston County, Texas, is the City of Galveston;

Whereas, the County of Galveston is a coastal area vulnerable to meteorological events that are capable of inflicting widespread and severe damage, injury, and loss of life or property within the County, as further evidenced by the damage inflicted in the past by, inter alia, Hurricane Ike in 2008, Hurricane Alicia in 1983, and Hurricane Carla in 1961;

Whereas, the City of Galveston, Texas is also a coastal area vulnerable to meteorological events that are capable of inflicting widespread and severe damage, injury and loss of life or property within the City, as further evidenced by the damage inflicted in the past by, inter alia, Hurricane Ike in 2008, Hurricane Alicia in 1983, and Hurricane Carla in 1961;

Whereas, such storms are capable of inflicting such damage within the county seat that the County of Galveston may become precluded from conducting business and judicial functions within the county seat, as further evidenced by Hurricane Ike in 2008;

Whereas, assuring the continuity of governmental and judicial functions in times of disasters is of critical importance in disaster mitigation, preparedness, response, or recovery;

Whereas, in accordance with Tex. Loc. Gov't Code § 292.002, the Commissioners Court may authorize places located in the county but outside the municipality designated as the county seat as auxiliary courts for the holding of court proceedings and may designate those places as auxiliary county seats for this purpose;

Whereas, the Commissioners Court may hold its meetings outside of the county seat in accordance with Tex. Loc. Gov't Code § 81.005;

Whereas, in accordance with Tex. Gov't Code § 418.1101 the Commissioners Court is authorized to adopt a plan for continuity of functions during a disaster declared by the President of the United States or the Governor of the State of Texas or during another catastrophic event;

Whereas, pursuant to Chapters 81 and 292 of the Texas Local Government Code and Chapter 418 of the Texas Government Code, the Commissioners' Court adopted revisions to the Basic Plan on September 19, 2007 which included Emergency Meeting Procedures and, inter alia, designated auxiliary county buildings;

Whereas, on September 24, 2008, pursuant to Chapters 81 and 292 of the Texas Local Government Code and Chapter 418 of the Texas Government Code, the Commissioners Court issued an order designating auxiliary courts, auxiliary county buildings, and auxiliary county seats (September 24, 2008 Order), which added locations from the designation within the Basic Plan and which designated auxiliary county seats, and such September 24, 2008 Order remains in effect;

Whereas, the Walter Hall Park Pavilion is physically located within the City of League City, Texas;

Whereas, the Galveston County Office of Emergency Management facility is physically located within the City of League City, Texas;

Whereas, the Galveston County League City Annex, also sometimes called the Calder Annex or the North County Annex, is physically located within the City of League City, Texas;

Whereas, the Jerry J. Esmond Juvenile Justice Center is physically located within the City of Texas City, Texas;

Whereas, the Mid-County Annex is physically located within the City of Texas City, Texas; and

Whereas, in the event the County of Galveston becomes precluded from conducting business or judicial functions within the county seat due to meteorological or other catastrophic events, the Commissioners Court wishes to continue to designate auxiliary courts for the holding of court proceedings, auxiliary county buildings authorized for the conducting of all authorized public business, and auxiliary county seats in the interests of the continued provision of services to persons within Galveston County, Texas and such action is vitally necessary for disaster mitigation, preparedness, response, or recovery.

Now therefore, it is hereby ORDERED by the Commissioners Court of Galveston County, Texas, that the following locations are hereby designated as auxiliary courts for the holding of court proceedings and as auxiliary county buildings authorized to be used as such for the purpose of conducting county business:

Galveston County Office of Emergency Management, physically located at 1353 FM 646, in the city of League City, Texas, and with the mailing address of 1353 FM 646, Dickinson, Texas 77539;

Walter Hall Park Pavilion, physically located at 807 State Highway 3 North, in the city of League City, Texas, and with the mailing address of 807 State Highway 3 North, League City, Texas 77573;

Jerry J. Esmond Juvenile Justice Center, physically located at 6101 Attwater Avenue, in the city of Texas City, and with the mailing address of 6101 Attwater Avenue, Dickinson, Texas 77539;

Galveston County League City Annex, physically located at 174 Calder Road, in the city of League City, and with the mailing address of 174 Calder Road, League City, Texas 77573; and

Mid-County Annex, physically located at 9850 Emmett F. Lowry Expressway, in the city of Texas City, and with the mailing address of 9850 Emmett F. Lowry Expressway, Texas City, Texas 77591.

It is further ORDERED, that the City of League City, Texas, and the City of Texas City, Texas, are hereby designated as auxiliary county seats of the County of Galveston, Texas until further Order of the Commissioners' Court terminating such designation.

It is further ORDERED, that the September 24, 2008 Order is hereby TERMINATED.

It is further ORDERED, that this ORDER is and shall be effective immediately on and from its issuance on this, the 6^{th} day of August, 2013.

It is further ORDERED, that the sections, paragraphs, sentences, clauses and phrases of this ORDER are severable, and if any phrase, clause, sentence, paragraph or section of this ORDER should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not effect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ORDER that may be given effect without the phrase, clause, sentence, paragraph, or section and to this end the provisions of this ORDER are severable.

It is further ORDERED, that all other Commissioners Court orders or parts thereof in conflict herewith are repealed to the extent of such conflict only.

Upon Motion Duly Made and Seconded, the foregoing ORDER is duly passed, on this, the 6^{th} day of August, 2013.

By:	
Mark Henry,	Ryan L. Dennard,
County Judge	Commissioner, Precinct No. 1
Kevin O'Brien,	Stephen D. Holmes,
Commissioner, Precinct No. 2	Commissioner, Precinct No. 3
Kenneth Clark,	
Commissioner, Precinct No. 4	
ATTEST:	
Dwight D. Sullivan,	
County Clerk of Galveston County, Texas	

AGENDA ITEM #34.a.

SPECIAL PROVISIONS GALVESTON COUNTY LANDLORD ASSISTANCE PROGRAM GALVESTON COUNTY, TEXAS

REQUEST FOR PROPOSAL – TABLE OF CONTENTS ROUND 2.2 MULTI-FAMILY RENTAL PROGRAM

Section 1.0 Proposal Requirements

Section 2.0 Multi-Family Rental Program

SPECIAL PROVISIONS GALVESTON COUNTY LANDLORD ASSISTANCE PROGRAM GALVESTON COUNTY, TEXAS

SECTION 1.0 - PROPOSAL REQUIREMENTS ROUND 2.2 MULTI-FAMILY RENTAL PROGRAM

SCOPE

The County of Galveston invites qualified proposers to submit proposals to develop multi-family dwellings and/or senior living facilities in Galveston County, excluding the City of Galveston, for the Round 2.2 Multi-Family Rental Program for the Housing Department for Affirmatively Furthering Fair Housing in the Presidentially Declared Major Disaster (1791) area beginning upon or about the date of full execution of contract between the County of Galveston and the Texas General Land Office (GLO) and continuing for twelve (12) months thereafter. Proposers are encouraged to review this entire solicitation upon receipt.

This project, herein referred to as "the Work", consists of the development of apartments and/or senior living facilities to encourage deeper levels of affordability within the senior and/or multi-family development projects and to facilitate the production of affordable housing targeting very low to moderate income (80% or less AMFI) senior and/or family households. Some apartments and/or senior living facilities will require elevation above the Federal Emergency Management Agency (FEMA) Base Flood Elevation (BFE) and/ or local jurisdictional requirements, and some will require related Uniform Federal Accessibility Standards (UFAS)-compatible components.

The "Work Area" includes unincorporated areas within Galveston County and includes Bacliff, San Leon, Freddiesville, Crystal Beach, Gilchrist, Bolivar, Bayshore, High Island, Bayou Vista, Clear Lake Shores, Dickinson, Friendswood, Hitchcock, Jamaica Beach, Kemah, La Marque, League City, Santa Fe, Texas City and Tiki Island. Any development in the City of Galveston is not eligible for this funding. Only those areas within these municipalities that also are within Galveston County are included in the Work Area.

The Program will score proposals from Proposers with measureable experience and qualifications in the areas identified in the solicitation. The work consists of existing or new Multi-Family housing developments with "reasonable and customary" project costs on Galveston County Multi-Family Program-eligible housing developments; Hurricane Ike damaged or destroyed projects.

At a minimum, 51% of the total number of units in the development must benefit low to moderate income persons earning 80% or less of Area Median Income(AMI) as defined by HUD and detailed in the Housing and Community Development Act of 1974 (HCDA) Title I, 105(a). Work may consist of performing demolition and total removal of all standing structural components and building debris prior to initiating new reconstruction. Some housing developments will require elevation above FEMA BFE and common areas and units are subject to a Uniform Physical Conditions Standards. Selected development(s) are also responsible for performing investigation of Lead and Asbestos Containing Materials; and may be required to do Lead and Asbestos Abatement; if required. All activities shall be performed in accordance with all applicable construction/environmental and any other Federal, State, and Local laws and regulations.

SPECIAL PROVISIONS GALVESTON COUNTY LANDLORD ASSISTANCE PROGRAM GALVESTON COUNTY, TEXAS

SECTION 1.0 - PROPOSAL REQUIREMENTS ROUND 2.2 MULTI-FAMILY RENTAL PROGRAM

Any questions regarding procurement procedures should be addressed to Rufus G. Crowder, CPPO CPPB, Purchasing Agent, via e-mail rufus.crowder@co.galveston.tx.us or at 722 Moody (21st Street), Fifth (5th) Floor, Galveston, TX 77550 or by calling 409.770.5372

BACKGROUND

The Galveston County Multi-Family Program ("the Program") has received \$6,932,857.00 in Hurricane Ike Round 2.2 Disaster Recovery Community Development Block Grant ("CDBG") funding for a Multi-Family Rental Program. The County of Galveston expects to award contracts from CDBG Disaster Recovery funds awarded to the State of Texas and allocated to the County of Galveston, contingent upon the County's disaster housing program(s) being approved by the State of Texas.

Proposers submitting proposals should understand and take into consideration that the program could be increased to serve additional damaged housing needs in the affected areas if the U.S. Congress approves additional allocations of CDBG funds. In addition, the program could be increased provided however, that this does not obligate Galveston County to contract with successful development(s) for the provision of services related to such increases should they occur.

A minimum of 51% of the multi-family units must be restricted during the affordability period of ten (10) years for very low to moderate income (LMI-80% of AMFI or less) persons. The rents, at a minimum, must comply with HOME Investment Partnership Program (HOME) High Home Rent Limits and other existing Land Use Restriction Agreement (LURA) restrictions, if applicable. HOME rent limits are defined by HUD and must equal the lesser of fair market rents or 30% of the adjusted income for people earning 65% of the AMFI and can be found on the HUD website at: (http://www.hud.gov/offices/cpd/affordablehousing/programs/home/limits/rent/).

Compliance certification is required but not limited to Davis-Bacon Act (24CFR 92.354); Environmental standards (24 CFR Parts 50 & 58); Uniform Relocation Act (49 CFR Part 24); Section 3 of the Housing and Urban Development Act of 1968 (CFR Part 135); Lead Safe Housing Rule (24 CFR Part 35);

Applicants and associated partners must not be debarred or suspended from federal or state programs and be in good standing with the State of Texas and U.S. Department of Housing and Urban Development.

The Proposer must be in good standing with federal, state, county and participating municipal governments.

PROPOSAL SUBMITTAL INSTRUCTIONS

SPECIAL PROVISIONS GALVESTON COUNTY LANDLORD ASSISTANCE PROGRAM GALVESTON COUNTY, TEXAS

SECTION 1.0 - PROPOSAL REQUIREMENTS ROUND 2.2 MULTI-FAMILY RENTAL PROGRAM

Proposers should include **ONE** (1) "**ORIGINAL**" (**CLEARLY MARKED** "**ORIGINAL**") and **THREE** (3) **COPIES** (**CLEARLY MARKED** "**COPY**") of the response sealed in an envelope or package for delivery to the County of Galveston Purchasing Agent per the instructions in the General Provisions. All documents included in the proposal and the outside of the envelope or package must be marked with the proposer's name and the proposal number that corresponds to this RFP.

Proposers are encouraged to submit a firm fixed price contract for services in this proposal; however, upon review of the proposals, Galveston County reserves the right to have negotiating sessions on some or all of the line items costs and other information submitted by potentially selected proposers.

Proposer shall submit a copy of Articles of Partnership or Incorporation and resolution, or corporate board minutes empowering signatory to bind proposer, attested by an officer of the proposer's firm that submits the proposal.

Proposer is expected to examine all documents, forms, specifications and all instructions. Failure to do so will be at the proposer's risk.

Under the RFP process, sealed proposals will be received, opened, and only the Proposers names will be read out loud in the Purchasing Agent's office. Proposal information will not be part of the public record and subject to disclosure, but will be kept confidential until time of award and execution of Contract. Once a declaration of award by the Commissioners Court is made and a Contract is executed, proposals are subject to review under the provisions of the "Public Information Act". To the extent permitted by law, proposers may request in writing non-disclosure of confidential data. Such information shall accompany the proposal, be readily separable from the proposal, and shall be CLEARLY MARKED "CONFIDENTIAL". For those portions identified as confidential by the proposer, the County of Galveston must rely on advice, decisions and opinions of the Attorney General of the State of Texas relative to the disclosure of data or information.

The County of Galveston will not be liable for any costs incurred by any proposer in preparing a response to this RFP. Proposers submit proposals at their own risk and expense. The County of Galveston makes no guarantee that any equipment or services will be purchased as a result of this RFP, and reserves the right to reject any and all proposals. All proposals and their accompanying documentation will become the property of the County of Galveston.

Each proposer shall examine the proposal item to determine their ability to perform the work specified and participate in the program. The proposer shall prepare the proposal as specified in the General Provisions and additional sections included in this Request for Proposal. In order for a proposal to be considered complete, proposers shall submit prices and other requested information for all items in the proposal form(s). The proposer

SPECIAL PROVISIONS GALVESTON COUNTY LANDLORD ASSISTANCE PROGRAM GALVESTON COUNTY, TEXAS

SECTION 1.0 - PROPOSAL REQUIREMENTS ROUND 2.2 MULTI-FAMILY RENTAL PROGRAM

agrees to perform the work for the amounts shown in the form. The proposal shall be executed with complete and correct name of individual, partnership, firm, corporation or other legal entity.

Persons desiring further information or interpretation of Request for Proposal or Reference Documents shall make a written request for such information to the address listed in this Section, no later than the date identified in the **TIMELINE** section of this proposal. Interpretation of Request for Proposal or Reference Documents will be made by Addendum **only** and a copy of each Addendum will be mailed or delivered to each person to whom a set of proposal Documents has been furnished.

Before submitting a proposal, the proposer shall carefully examine the proposal Documents, site(s) of the proposed Work Area, and other conditions that may affect the performance of the Work. The proposer shall be satisfied as to character, quality and quantities of Work to be performed and materials to be furnished. Submission of proposal shall indicate that the proposer has complied with these requirements.

ELIGIBLE AND PROHIBITED ACTIVITIES

Eligible activities are the rehabilitation, reconstruction or new construction of multi-family and/or senior living developments. In addition, aggregated scattered single family rental sites may be considered as part of an overall plan. All activities must be allowable under 24 CFR 570, the GCLAP Multifamily Rental Guidelines, and the Conciliation Agreement. In addition, all developments must be part of an Affirmatively Furthering Fair Housing Plan in compliance with the Fair Housing Act and related Executive Orders.

All required property taxes must be current for existing property impacted by Hurricane Ike and proposed project site. Any other activity is prohibited without direct approval from GCLAP, the GLO and HUD

SITE AND DEVELOPMENT RESTRICTIONS

Prior to submission of the application, the site must be under control of the applicant or related party, and the applicant must demonstrate the ability to maintain control for at least six months after the application deadline. The site should not be in a designated Target Area for relocation according to the Needs Assessment unless the location is part of an approved Affirmatively Furthering Fair Housing Plan. Projects must show the ability to complete construction within 12 months from the award date.

SPECIAL PROVISIONS GALVESTON COUNTY LANDLORD ASSISTANCE PROGRAM GALVESTON COUNTY, TEXAS

SECTION 1.0 - PROPOSAL REQUIREMENTS ROUND 2.2 MULTI-FAMILY RENTAL PROGRAM

WRITTEN PROPOSAL SHALL CONTAIN THE FOLLOWING MINIMUM INFORMATION:

- 1. Demonstrate how the project will Affirmatively Further Fair Housing
 - a. Map showing the location of each proposed project(s), including the location of any associated redevelopment
 - b. The Median Area Income levels and racial profiles of the census tract where:
 - i. The proposed development is located
 - ii. Galveston County as a whole
 - c. School ratings for the elementary, middle, and high schools for the area of the proposed project(s) location
 - d. List of all environmental or negative uses within \(\frac{1}{4} \) mile of the proposed development
- 2. Project Description and Detailed Plan Narrative
- 3. Developer Resume
 - a. Resumes for all key positions
 - b. Organization Chart
- 4. Developer Prior Comparable Experience
- 5. Management Agent's Resume
- 6. Management Agent's Prior Comparable Experience
- 7. Architect/Engineer Resume
- 8. 2012 Financial Statement
 - a. Plan including Use of Funds, Sources of Funds
- 9. Detail cost and pricing information to support funding request
- 10. Projects involving new construction must also include the following:
 - a. Preliminary plans and specifications
 - b. Preliminary Site plans

SPECIAL PROVISIONS GALVESTON COUNTY LANDLORD ASSISTANCE PROGRAM GALVESTON COUNTY, TEXAS

SECTION 1.0 - PROPOSAL REQUIREMENTS ROUND 2.2 MULTI-FAMILY RENTAL PROGRAM

- c. Environmental assessment
- 11. Projects involving acquisition and rehabilitation must include the following:
 - a. Physical Needs Assessment
 - b. Work write up demonstrating completion of items reflected in physical needs assessment
- 12. Readiness to Proceed
 - a. Ability to deliver the proposed project
- 13. Work breakdown schedule (schedule of activities)
 - a. Timelines, major milestones, and major deliverables
- 14. Demonstrate the ability to meet HUD regulations and requirements under CDBG and under allocations made pursuant to Public Law 109-234 and Public Law 109-148
- 15. Acknowledgement that the project will follow all applicable HUD, state and local environmental regulations, Fair Housing Act, Section 3 and be consistent with the Conciliation Agreement as published on the Texas GLO website.
- 16. Debarment Letter

All proposals must demonstrate the ability to expend the funds, meaning spend the dollars and place the units in service (as demonstrated by a certificate of occupancy from the jurisdiction in which the project is located and having the units available for occupancy by income-eligible households), within the proposed timeframe.

PROPOSAL BOND

The following instructions supersede the Bid/Proposal Bond, Item #32 of the General Provisions.

Each proposer will be required to furnish with their proposal a Cashier's or Certified Check from any bank with in the State of Texas or an acceptable proposer's Bond for the sum of \$25,000 payable to the County of Galveston. The certified check or proposal bond will be returned to the unsuccessful proposer(s) and to the successful proposer(s) upon completion of all contract documents and the furnishing of any necessary payment bonds and insurance certificates.

SPECIAL PROVISIONS GALVESTON COUNTY LANDLORD ASSISTANCE PROGRAM GALVESTON COUNTY, TEXAS

SECTION 1.0 - PROPOSAL REQUIREMENTS ROUND 2.2 MULTI-FAMILY RENTAL PROGRAM

The proposal bond or check will be forfeited to the County as liquidated damages should the successful proposer fail to give the required payment and performance bonds and insurance certificates and execute the contract with said County within thirty (30) days after receiving notice of acceptance of its proposal.

PERFORMANCE AND PAYMENT BOND(S)

Proposer should adhere to the Performance and Payment Bond Instructions as outlined in the General Provisions, Section, Item #33, Performance and Payment Bonds.

In addition to the requirements stated above, the proposer shall provide a statement from a certified bonding company, authorized to do business in the State of Texas, that their firm can obtain payment bonds and performance bonds in the amount of \$6,900,000 (minimum) upon execution of the Contract.

The bond(s) are to be made payable to the **County of Galveston**. They shall be written on forms provided by the surety for residential construction projects in Texas. A surety licensed to do business in the State of Texas must execute the bond.

INSURANCE

This section supersedes the Insurance Requirements as stated in the General Provisions, Item # 31, Proof of Insurance.

The proposer shall provide proof of current general liability policy of at least \$1 million dollars per occurrence and \$2 million dollars aggregate, with no exemptions/exclusions for residential properties. All insurances shall list Galveston County as additional-insured. The proposer shall provide proof of coverage, or a statement that they maintain the coverage below, or that the following coverage will be obtained if selected for this Work. All such insurance shall be issued by a company that is licensed to do business in the State in which the work is being performed and that has a rating equal to or exceeding A-;VII from A.M. Best.

- Automobile Liability \$1 million dollars.
- Workers Compensation Statutory
- Employers Liability \$500,000 each Accident; \$500,000 Disease-each employee; \$500,000 Disease Policy Limit.
- Builders Risk including Flood and Named Windstorm for the value of the contract. Include a Broad Form Named Insured.

SPECIAL PROVISIONS GALVESTON COUNTY LANDLORD ASSISTANCE PROGRAM GALVESTON COUNTY, TEXAS

SECTION 1.0 - PROPOSAL REQUIREMENTS ROUND 2.2 MULTI-FAMILY RENTAL PROGRAM

- Excess Umbrella Liability Insurance in the amount of five million dollars (\$5,000,000) per occurrence.
- Professional Liability (applicable if any homebuilders are involved in the design, drawings, or professional services) to cover all acts, errors, or omissions by the Subcontractor in the amount of one million dollars (\$1,000,000) per claim, with an annual aggregate of at least two million dollars (\$2,000,000), inclusive of legal defense costs. In addition, such coverage shall include the disclosure of personal information. If the above insurance is written on a Claims Made Form, such insurance shall be endorsed to provide an extended reporting period of not less than two years following the expiration or termination of this Contract.

TIMELINE

Next steps for the RFP and initial proposal process are included below. Galveston County reserves the right to change these and will notify proposers of any changes.

- Advertise RFP
- Re-advertise RFP
- Mandatory Pre-Proposal Conference
- Questions Due from Proposers (in writing)
- Response to Questions by Galveston County
- Proposals Due from Proposers
- Recommendation to Commissioners Court

TERMS AND EXTENSION OF CONTRACT

The Program anticipates awarding a contract for services by December 31, 2013 with duration of one (1) year. The contract may be extended at the discretion of the Program upon written notice to the Developer at least 30 days prior to the contract ending.

REJECTION OF PROPOSALS

Proposals, which do not conform to the requirements set forth in this RFP, may be rejected by the Program, Proposals may be rejected for reasons that include, but are not limited to, the following:

- 1. The proposal contains unauthorized amendments to the requirements of the RFP;
- 2. The proposal is conditional;
- 3. The proposal is incomplete or contains irregularities which make the proposal indefinite or ambiguous;

SPECIAL PROVISIONS GALVESTON COUNTY LANDLORD ASSISTANCE PROGRAM GALVESTON COUNTY, TEXAS

SECTION 1.0 - PROPOSAL REQUIREMENTS ROUND 2.2 MULTI-FAMILY RENTAL PROGRAM

- 4. The proposal is not received by the deadline;
- 5. The proposal is not signed by an authorized representative of the party;
- 6. The proposal contains false or misleading statements or references;
- 7. The proposals do not address the minimum qualifications as stated above;
- 8. Galveston County reserves the right to cancel RFP

ACCEPTANCE OF PROPOSALS

The Program reserves the right, in its sole discretion, to waive minor irregularities in proposals. A minor irregularity is a variation of the RFP, which does not affect the funding request, or give one party advantage or benefit not enjoyed by other parties, or adversely impact the interest of the Program. Waivers, when granted, shall in no way modify the RFP requirements or excuse the party from full compliance with the RFP specifications and other contract requirements, if the party is awarded the contract.

COMPETITIVE NEGOTIATION

The bidding method to be used is a competitive negotiation from with the Program is seeking the best combination or price, experience, and quality of service. Discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award. Likewise, the Program also reserves the right to accept any proposal as submitted to contract award, without substantive negotiations offered terms, services or prices. Therefore, all parties are advised to propose their most favorable terms initially.

RFP DOES NOT CONSTITUTE ACCEPTANCE OF OFFER

The release of the RFP does not constitute an acceptance of any offer, nor does such release in any way obligate the Program to award funds. The Program reserves the right to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria contained within this document. The final decision to award funds to any party rests solely with the Program.

EXCEPTIONS AND DEVIATIONS

Proposers taking exception to any part or section of the solicitation shall indicate such exceptions on the proposal and shall be fully described. Failure to indicate any exception will be interpreted as the Proposer's intent to comply fully with the requirements as written. Conditional or qualified Proposers, unless specifically allowed, shall be subject to rejection in whole or in part.

SPECIAL PROVISIONS GALVESTON COUNTY LANDLORD ASSISTANCE PROGRAM GALVESTON COUNTY, TEXAS

SECTION 1.0 - PROPOSAL REQUIREMENTS ROUND 2.2 MULTI-FAMILY RENTAL PROGRAM

NONCONFORMING TERMS AND CONDITIONS

A proposal, which includes terms and conditions not conforming to the terms and conditions in the RFP, is subject to rejection as non-responsive. The Program reserves the right to permit the Proposer to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Program of non-responsiveness based on the submission of nonconforming terms and conditions.

PROPOSAL ACCEPTANCE PERIOD

The original and three (3) copies of the proposal and all attachments (four (4) copies total) shall be signed and submitted in a sealed envelope or package to Galveston County. Timely submission of the proposal is the responsibility of the Proposer. Offers received after the specified time shall be rejected and returned to the Proposer unopened. The envelope or package shall be marked "RFP B201201" in the lower left hand corner. Each page of the proposal and all attachments shall be identified with the name of the Proposer.

EXPENSES INCURRED IN PREPARING OFFERS

The Program accepts no responsibility for any expenses incurred by the Proposer in the preparation and presentation of an offer. Such expenses shall be borne exclusively by the Proposer.

ACKNOWLEDGEMENT OF AMENDMENTS

Proposers shall acknowledge receipt of any amendments to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgement must be received by the Program by the time and at the place specified for receipt of proposals.

<u>CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION</u>

By submission of its proposal, proposer certifies that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." Proposer further agrees to include this certification in all contracts between itself and any subcontractors in connection with services performed under this contract. Proposer also certifies that it shall notify Galveston County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Proposer agrees that it shall refund Galveston County for any payments made to it while ineligible.

THE FOLLOWING RESPONSE FORMAT SHALL BE USED FOR ALL SUBMITTED PROPOSALS

A. Management Summary; Provide a statement indicating the underlying philosophy of the Proposer in providing the service.

SPECIAL PROVISIONS GALVESTON COUNTY LANDLORD ASSISTANCE PROGRAM GALVESTON COUNTY, TEXAS

SECTION 1.0 - PROPOSAL REQUIREMENTS ROUND 2.2 MULTI-FAMILY RENTAL PROGRAM

- B. Proposal: Describe in detail how the service will be provided. Include a description of major tasks and subtasks. A timeline for execution shall be included in this section.
- C. Corporate experience and capacity: Describe the experience of the Proposer in providing the service, give number of years the service has been delivered, and provide a statement on the extent of any corporate expansion required to handle the service.
- D. Personnel: Attach resumes' of all those who will be involved in the management of this project that includes their experience in the area of service delivery. Indicate the level of involvement by principals of the Proposer in the day-to-day operation of the contract.
- E. References: Give at least three (3) references for contracts of similar size and scope, including at least two (2) references for current contracts or those awarded during the past three (3) years. Include the name of the organization, the length of the contract, a brief summary of the work, and the name and telephone number of a responsible contact person.
- F. Acceptance of conditions: Indicate any exceptions to the General Terms and Conditions for the proposal document and to insurance, bonding, and any other requirements listed.
- G. Additional data: Provide any additional information that will aid in evaluation of the response.
- H. Cost data: Estimate the total cost of the service. Cost data submitted at this stage is not binding and is subject to negotiation if your proposal is chosen as a finalist. Include the number of personnel to be assigned to the contract and the total estimated cost of the labor portion or the contract (include a sample staffing chart). Hourly rates shall include all overheads, direct, indirect, fringe and other miscellaneous expenses. Lodging, travel, rental cars (or company vehicles), per diem, gas and cell phones should be included in the cost data and will not be reimbursed separately. Lodging arrangements will be the responsibility of the successful Proposer.

RIGHT TO AUDIT

Successful proposer agrees to keep and maintain records associated with this contract (including but not limited to all records of expenditures made, administrative costs, and services provided) for a minimum of ten (10) years from the cessation of services provided under this contract, or as required by Federal or State law or regulation, whichever period is longer. Successful proposer shall allow Galveston County reasonable access to the records in proposer's possession, custody, or control that Galveston County deems necessary to assist Galveston County in auditing the services, costs, and payments provided hereunder.

SPECIAL PROVISIONS GALVESTON COUNTY LANDLORD ASSISTANCE PROGRAM GALVESTON COUNTY, TEXAS

SECTION 1.0 - PROPOSAL REQUIREMENTS ROUND 2.2 MULTI-FAMILY RENTAL PROGRAM

REFERENCES

The County of Galveston may use references to make judgments directly affecting the award of this contract. The County may conduct its independent investigation of all applicants' qualifications.

SUBMITTALS

- 1) Proposal Bond
- 2) Statement for Payment and Performance Bonds
- 3) Signed and notarized proposal forms
- 4) Qualifications, Plans, specifications, delivery schedule, and other information requested in this Proposal

END OF SECTION

SPECIAL PROVISIONS GALVESTON COUNTY LANDLORD ASSISTANCE PROGRAM GALVESTON COUNTY, TEXAS

EVALUATION CRITERIA, PROPOSAL FORM, SUMMARY OF WORK, AND TECHNICAL SPECIFICATIONS SECTION 2.0 - ROUND 2.2 MULTI-FAMILY RENTAL PROGRAM

Section 2.0 through 2.1 furnishes information pertaining to evaluation criteria, proposal form, summary of work, and technical specifications of Multi-Family apartments and/or senior living facilities and elevation and demolition activities; as required.

END

SPECIAL PROVISIONS GALVESTON COUNTY LANDLORD ASSISTANCE PROGRAM GALVESTON COUNTY, TEXAS

SECTION 2.1 - SELECTION CRITERIA AND EVALUATION SCORING ROUND 2.2 MULTI-FAMILY RENTAL PROGRAM

EVALUATION PROCESS

All proposals will be examined by an evaluation committee consisting of members of the Galveston County Purchasing department and other consultants.

Proposals that do not conform to the instructions given or which do not address all the services as specified in each Proposal Form may be eliminated from consideration. The County of Galveston, however, reserves the right to accept such proposal if it is determined to be in the County's best interest to do so.

The County of Galveston may initiate discussions with proposers. Discussions may not be initiated by proposers. The County of Galveston expects to conduct discussions with proposer personnel authorized to contractually obligate the proposer with an offer. Proposers shall not contact any County of Galveston personnel during the RFP process without the express permission from the County's Purchasing Agent. The County of Galveston Purchasing Agent may disqualify any proposer who has made site visits, contacted County of Galveston personnel or distributed any literature without authorization from the Purchasing Agent.

Potentially selected proposers may be expected to make a presentation to the evaluation committee. Proposer presentations may develop into negotiating sessions with the successful proposer(s) if selected by the evaluation committee. If the County of Galveston is unable to agree to contract terms, the County reserves the right to terminate contract negotiations with that proposer and initiate negotiations with another proposer.

All correspondence relating to this RFP, from advertisement to award, shall be sent to the Galveston County Purchasing Agent. All presentations and/or meetings between the County of Galveston and the proposer relating to this RFP shall be coordinated by the Galveston County Purchasing Agent.

No award can be made until the Galveston County Purchasing Agent makes a presentation to the Galveston County Commissioners Court.

Submission of a proposal implies the proposer's acceptance of the evaluation criteria and proposer recognition that subjective judgments must be made by the evaluating committee.

This RFP in no manner obligates the County to eventual rental, lease, and purchase, etc. of any equipment or service described, implied or which may be proposed, until confirmed by a Contract. Progress toward this end is solely at the discretion of the Galveston County Commissioners Court and may be terminated at any time prior to the signing of the contract. Proposer agrees that entering into negotiations with proposer does not create any contract and/or property right whatsoever and/or any representation or expectation that negotiations will be successfully completed and that a contract will be awarded to proposer. The determination to enter into a contract is solely at the discretion of the Galveston County Commissioners' Court.

SPECIAL PROVISIONS GALVESTON COUNTY LANDLORD ASSISTANCE PROGRAM GALVESTON COUNTY, TEXAS

SECTION 2.1 - SELECTION CRITERIA AND EVALUATION SCORING ROUND 2.2 MULTI-FAMILY RENTAL PROGRAM

Quantities listed are to be considered as approximate and will be used only for comparison of proposals. Payment to Contractor will be made only for actual quantities of Work performed or materials furnished in accordance with Contract and it is understood that quantities may be increased or decreased. No change in quantities shall alter unit prices for such materials or services.

EVALUATION PROCEDURES AND CRITERIA FOR AWARD

The Evaluation Committee will consider the most cost productive, efficient and effective proposal. While the County of Galveston appreciates a brief straight-forward and concise reply, the proposer must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous or equivocal statements may be construed against the proposer. The proposal response may be incorporated into any contract which results from this RFP, and proposers are cautioned not to make claims or statements which they are not prepared to commit to contractually. Failure of the proposer to meet such claims will result in a requirement that the proposer provide the resources necessary to meet submitted claims

The Proposer may be required before the award of any contract to show to the complete satisfaction to the Program it has the necessary facilities, ability, and financial resources to provide the services specified herein in a satisfactory manner. The Proposer may also be required to give a past history and references in order to satisfy the Program in regard to the Proposer's qualifications. The Program may make reasonable investigations deemed necessary and proper to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to the Program all information for this purpose that may be requested. The Program reserves the right to reject any offer if the evidence submitted by, or investigation of; the Proposer fails to satisfy the Program that the Proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the Proposer's qualifications shall include:

- 1. The ability, capacity, skill, financial, and other necessary resources to perform the work or provide the service required;
- 2. The ability of the Proposers to perform the work or provide the service promptly or within the time specified, without delay or interference;
- 3. The quality of performance of previous contracts or services which may include the submittal of compliance and/or monitoring reports from prior properties.

A selection committee made up of qualified Program staff and/or Galveston County employees selected by the Program shall review and evaluate all responses. The selection committee will only have the response to the

SPECIAL PROVISIONS GALVESTON COUNTY LANDLORD ASSISTANCE PROGRAM GALVESTON COUNTY, TEXAS

SECTION 2.1 - SELECTION CRITERIA AND EVALUATION SCORING ROUND 2.2 MULTI-FAMILY RENTAL PROGRAM

solicitation to review for selection of finalists. It is, therefore, important for the respondent to emphasize specific information pertinent to the work.

Step A: Proposals will be reviewed to assure compliance with the minimum qualification prior to scoring. Proposals, which do not comply with the minimum qualifications, will be rejected immediately, receiving no further consideration.

Step B: Proposals, which satisfactorily complete Step A, will be reviewed/analyzed to determine if the proposal adequately meets the need of the Galveston County Multi-Family Program. Once threshold is met for qualifications, the application will be scored based on the following factors:

I. Provide a compliant Affirmatively Furthering Fair Housing Plan

25 Points

II. HUD construction project experience of the development team

20 Points

- III. Developer provides priority and agrees to rent 36% of the required 51% units to households at or below 30% AMFI 15 Points
- IV. Developer provides priority and agrees to rent more than 36% of the required 51% units to households at or below 50% AMFI 15 Points
- V. Developer provides 15% of the units outfitted for individuals with disabilities as identified by HUD 10 Points
- VI. Financial Feasibility Analysis (Cost Reasonableness)

10 Points

- a. Cost reasonableness based on CDBG principals not to exceed \$70,000.00 per unit as outlined below:
 - i. One Bedroom \$50,000.00
 - ii. Two Bedroom \$60,000.00
 - iii. Three Bedroom \$70,000.00
 - iv. Entire Project \$6.9 million

VII. Local Community Participation

5 Points

Step C: Galveston County Multi-Family Program's Procurement Officer will contact the top Proposers with the proposals that best meet the Program's needs. Each of these will be required to meet with the selection team at a time to be specified. The proposals will be reviewed in depth with the selection team at that time. The Program's

SPECIAL PROVISIONS GALVESTON COUNTY LANDLORD ASSISTANCE PROGRAM GALVESTON COUNTY, TEXAS

SECTION 2.1 - SELECTION CRITERIA AND EVALUATION SCORING ROUND 2.2 MULTI-FAMILY RENTAL PROGRAM

Procurement Officer will contact the Proposer which best meets the Program's needs (based on factors evaluated in Step B and the interview process) and attempt to negotiate an agreement that is acceptable to both parties.

ALL PROPOSALS SUBMITTED IN RESPONSE TO THIS REQUEST SHALL BE IN WRITING.

Tabular Form of Evaluation Criteria

No.	Criteria	Maximum Points	GCLAP Points
I.	Affirmatively Furthering Fair Housing	25	
II.	HUD Multi-Family Experience	20	
III.	Priority to 30% AMFI	15	
IV.	Priority to 50% AMFI	15	
V.	Accessibility Units	10	
VI.	Cost Reasonableness	10	
VII.	Local Community Participation	5	
	Total	100	

END

Date

Developer hereby acknowledges that this proposal submittal includes all items from Section 1.0 and Section 2.0 to Section 2.1 including Proposal Form and Proposal Bond is attached in accordance with this proposal.

Contractor's Signature	Title:			Date:
Copy of Corporate Resolution and minutes with				
certificate of officer of Proposer as to				
authority of signatory to bind proposer is to				
Be signed and dated no earlier than one week			Addı	ress
before proposal date, and attached to this document.				
		Telephone No.	/	Fax No.

END

AGENDA ITEM #35.a.

MEMORANDUM OF UNDERSTANDING BETWEEN 6th Civil Support Team/ Weapons of Mass Destruction (WMD), and GALVESTON COUNTY/GALVESTON COUNTY DEPARTMENT OF PARKS AND SENIORS SERVICES

SUBJECT: License Agreement for Use of Galveston County Parks Department land and facilities more particularly described below (the "LAND/FACILITIES") by 6th CST (WMD).

1. Purpose: To reduce to writing the agreement between LICENSEE, and Galveston County/Galveston County Department OF Parks and Senior Services (collectively the "COUNTY") for use of the LAND/FACILITIES for the dates of 12 August 2013 to 16 August 2013.

The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

- 2. LAND/FACILITIES means Fort Travis Seashore Park on the Bolivar peninsula.
- 3. <u>Revocable License</u>. The COUNTY hereby grants to LICENSEE a revocable license to enter into and upon the LAND/FACILITIES in order to <u>conduct military/ emergency response training</u>.
- 4. <u>Term.</u> This license shall be for a term beginning <u>12 August 2013 0600</u> and ending <u>16 August 2013 1800</u>.
- 5. <u>Compensation</u>. Because the Intended Use of the LAND/FACILITIES is for military/ emergency response training which will benefit the public and constitutes a use of County property for public purposes, the COUNTY provides this license to LICENSEE at no cost.
- 6. <u>Scope and Stipulations of Activities</u>. The licensed use of the LAND/FACILITIES may include the following:

Fort Travis Seasnore Park, Port Bonvar.
Bunker facilities
·

The specific activities that will be conducted pursuant to the license granted by this Memorandum of Understanding will be discussed and agreed to between the COUNTY and LICENSEE during the walkthrough, described in paragraph 7, below. The COUNTY's representative at the walkthrough will be Kelly Snook, Director of the Department of Parks and Senior Services or her designee. LICENSEE and the COUNTY agree that the designated representatives who attend the walkthrough described in paragraph 7 have full authority to speak

on behalf of and bind LICENSEE and the COUNTY concerning the subject matter of this agreement.

7. <u>Joint Survey and Inspection; Security Plan.</u> Prior to LICENSEE's use of the LAND/FACILITIES under this license, representatives of LICENSEE and the COUNTY will conduct a joint survey and inspection of the premises to observe the general condition of the buildings or facilities and to discuss any required preparations, the scope of activities, likely repairs by LICENSEE, if any, that may be necessary as a result of LICENSEE's use of the LAND/FACILITIES, and LICENSEE's plan to provide security for its operations and to protect the public or other users of COUNTY land and facilities not covered by this license from harm. LICENSEE will prepare a written memorandum to document the scope of the intended activities, repairs that LICENSEE anticipates it will perform at the conclusion of the event, the results of the joint survey and inspection, and LICENSEE's security plan. Should the COUNTY elect not to participate in the inspection, LICENSEE will attach the memorandum to this license. Following conclusion of LICENSEE's use of the LAND/FACILITIES, representatives of LICENSEE and the COUNTY will conduct a second inspection to discuss cleanup and repair issues, if any.

8. Liability.

- a. LICENSEE Liability to the COUNTY or Third Parties. LICENSEE is responsible, under the terms of the Federal Tort Claims Act ("FTCA"), 28 U.S.C. §§ 1346(b), 2671-2680, the Military Claims Act ("MCA"), 10 U.S.C. § 2733, or the Texas Tort Claims Act, Tex. Civ Prac. & Rem. Code chapter 101 ("TTCA"), as appropriate, to the COUNTY and any third parties for any injury to persons or damage to property proximately caused by the wrongful or negligent acts or omissions of LICENSEE employees or officers acting within the scope of their employment or office. LICENSEE agrees to return the property to the COUNTY in substantially the same condition it was in prior to the training event, unless otherwise agreed upon. LICENSEE reserves the right to make repairs to the property that would return it to the COUNTY in substantially the same condition that existed at the start of the license. The right to make repairs should not be construed as a modification of LICENSEE's rights and obligations under the FTCA or MCA or TTCA, or other applicable law. The COUNTY or injured third parties may use the FTCA or MCA or TTCA or other law, as applicable, to recover losses caused as a result of LICENSEE's activities related to its use of the LAND/FACILITIES that are not repaired or compensated for adequately by LICENSEE using other means. The FTCA provides a means of recovery for wrongful or negligent acts by personnel, employees and officers of the United States. The MCA provides a means of recovery for damages or injuries by Unityed States military personnel conducting non-combat activities, including training, that are not the result of negligent acts. The TTCA provides a means of recovery or damages for property damage, personal injury or death caused by the wrongful act or commission or the negligence of an employee of a Texas governmental unit. In no case will LICENSEE's liability exceed that allowable under applicable law, including the FTCA, the MCA and the TTCA.
- b. <u>COUNTY Liability to LICENSEE</u>. The COUNTY is not liable to LICENSEE for damage or destruction of LICENSEE's property or equipment, or injury or death of

LICENSEE's personnel, employees or officers. The COUNTY makes no representation that the LAND/FACILITIES is suitable for LICENSEE's contemplated use. LICENSEE's representatives will inspect and evaluate the suitability and safety of the LAND/FACILITIES for the proposed training. LICENSEE acknowledges that these premises covered by this license may contain hazardous conditions.

- 9. <u>Contract Damages to Property</u>. The COUNTY agrees to notify LICENSEE of any damage to the LAND/FACILITIES, beyond that discussed by the parties, within ten (10) days of the expiration of the period outlined in paragraph 4, above. Failure to notify LICENSEE within the five (5) days constitutes a waiver of such damage claim. LICENSEE agrees to negotiate a settlement within fifteen (15) days of notification of damage. LICENSEE assures the County that currently appropriated funds are available for such purpose.
- 10. <u>Facsimile</u>. The parties agree that a facsimile of this license bearing the signatures of the parties' representatives is valid for all purposes.
- 11. Any notice under the terms of this license shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by LICENSEE shall be addressed to the COUNTY at the following address:

Director, Galveston County Department of Parks and Senior Services County Parks Department 4201 Main Street LaMarque, Texas 77558

Email: Kelly.snook@co.galveston.tx.us

CALVECTON COLINTY

and if given by the COUNTY shall be addressed to LICENSEE at the following address:

MAJ Bobbie Jackson, 2200 W. 35th Street BLDG 87, Austin, Texas 78703.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date written below.

MAT Dabbie Teelrasm

GALVESTON COUNTT	WIAJ DODDIE JACKSOII
BY:	BY: /original signed/
Kelly Snook, Director	Bobbie Jackson
Galveston County Department of Parks	Commander 6 th Civil Support Team
and Senior Services	
Date:	Date:

AGENDA ITEM #36.d.



Texas General Land Office Legal Services Division – MC 158 PO BOX 12873 / Austin, TX 78711-2873 512-475-4308 – Scottie.aplin@glo.texas.gov

TRANSMITTAL OF DOCUMENTS - JUNE 13, 2012

Cynthia Pagan Galveston County 722 Moody Street, Ste. 317 Galveston, TX 77550

RE: GLO CONTRACT No. 13-376-000-7759, CEPRA AWARD No. 1519

Dear Ms. Pagan:

Enclosed concerning the GLO document referenced above is one full original document plus the execution page(s) from the GLO's original document. The Agreement is for reimbursement of GLO for the project to nourishment Caplan Beach with approximately 105,000 cubic yards of dredge material from the Gulf Intercoastal Waterway.

Please have the documents signed where indicated by an official authorized to bind your entity, and return only the four signature pages, directly to my attention, in the enclosed envelope. I will promptly return fully-executed signature page(s) to rejoin with your original document.

Please do not hesitate to contact me if you have any questions. I can be reached at (512) 475-4308 or by email at Scottie.aplin@glo.texas.gov.

Best regards/

Scottie C. Aplin, Staff Attorney GLO Legal Services Division

enclosures



INTERAGENCY PROJECT COOPERATION AGREEMENT GLO CONTRACT NO. 13-376-000-7759 CEPRA PROJECT NO. 1519

This project cooperation agreement (the "Contract") is entered into by and between the **GENERAL LAND OFFICE** (the "GLO") and **GALVESTON COUNTY**, the Qualified Project Partner ("QPP") collectively, the Parties, under the Coastal Erosion Planning and Response Act, Texas Natural Resources Code Sections 33.601-.613 ("CEPRA" or the "Act") for GLO Contract No. 13-376-000-7759, Coastal Project No. 1519, entitled, "GIWW-Rollover Bay Reach Beach Nourishment and Beneficial Use of Dredged Materials."

ARTICLE 1 – GENERAL PROVISIONS

1.01 PURPOSE

The purpose of this Contract is to set forth the terms and conditions of the cooperation of QPP in a CEPRA project managed by the GLO, with funding provided by the GLO and OPP

1.02 CONTRACT DOCUMENTS

The GLO and QPP hereby agree that this Contract and the following Attachments, incorporated herein for all purposes in their entirety, shall govern the Contract:

ATTACHMENT A: CONSTRUCTION ASSURANCES

ATTACHMENT B: PROJECT WORK PLAN AND BUDGET

ATTACHMENT C: PROJECT LOCATION MAP(S)

1.03 DEFINITIONS

"Account" means the coastal erosion response account as defined in Section 33.604 of the Texas Natural Resources Code.

"Administrative and Audit Regulations" means the statutes and regulations included in Title 43, Code of Federal Regulations; Chapter 321 of the Texas Government Code; Subchapter F of Chapter 2155 of the Texas Government Code; and the requirements of Article VI herein. With regard to any federal funding, agencies with the necessary legal

- authority include: the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of Inspector General, and any of their authorized representatives. In addition, state agencies with the necessary legal authority include, but are not limited to: the GLO, the GLO's contracted examiners, the State Auditor's Office, and the Texas Attorney General's Office.
- "Attachment" means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference, as if physically, within the body of this Contract.
- "Budget" means the budget for the Project, as detailed in Attachment B to this Contract.
- "CEPRA" or the "Act" means the Coastal Erosion Planning and Response Act, Texas Natural Resources Code Sections 33.601-.613.
- "Contract" means this entire document, along with any Attachments, both physical and incorporated by reference.
- "Federal Assurances" means Standard Form 424B (Rev. 7-97), as prescribed by OMB Circular A-102 (non-construction projects); or Standard Form 424D (Rev. 7-97), as prescribed by OMB Circular A-102 (construction projects), in **Attachment A**, attached hereto and incorporated herein for all purposes.
- "Federal Certifications" means U.S. Department of Commerce Form CD-512 (Rev 12-04), "Certification Regarding Lobbying Lower Tier Covered Transactions," also in **Attachment A**, attached hereto and incorporated herein for all purposes.
- "Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.
- "GAAP" means "generally accepted accounting principles."
- "GASB" means the Governmental Accounting Standards Board.
- "GLO" means the Texas General Land Office, its officers, employees, and designees.
- "HUB" means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.
- "Mentor Protégé" means the Comptroller of Public Accounts' leadership program found at: http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/
- "Project" means the activities described in **Section 2.01** and detailed in the Work Plan in **Attachment B** of this Contract.
- "Partner Match" means the amount contributed to pay the shared project costs set forth in the Budget by QPP and all funding sources other than the CEPRA Account
- "Public Information Act" means Chapter 552 of the Texas Government Code.
- "Qualified Project Partner" or "QPP" means Galveston County.
- "State of Texas Textravel" means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.
- "Work Plan" means the methodology, means, and manner in which the Project shall be accomplished, as detailed in **Attachment B** of this Contract.

1.02 Interpretive Provisions

- (a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;
- (b) The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, attachment, work order, or schedule of this Contract unless otherwise specified;
- (c) The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent that such amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;
- (d) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;
- (e) All attachments within this Contract, including those incorporated by reference, and any amendments are considered part of the terms of this Contract;
- (f) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms;
- Unless otherwise expressly provided, reference to any action of the GLO or by the GLO by way of consent, approval, or waiver shall be deemed modified by the phrase "in its/their sole discretion." Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the GLO shall not be unreasonably withheld or delayed;
- (h) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day;
- (i) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received; and
- (j) Time is of the essence in this Contract.

ARTICLE 2 - SCOPE OF PROJECT

2.01 DESCRIPTION OF PROJECT

The parties agree to cooperate to nourish approximately 1,200 feet of Caplan Beach with approximately 105,000 cubic feet of dredge material from the Gulf Intracoastal Waterway by conferring with the U.S. Army Corps of Engineers on the use of the dredged material, the exact location of the nourishment and the division of the incremental costs for placement of the dredged material (the "Project").

2.02 LOCATION AND WORK PLAN

The Project area is depicted on the "Project Location Maps" attached hereto and incorporated herein for all purposes as <u>Attachment C</u>. The parties shall complete the Project in accordance with the Work Plan, included in <u>Attachment B</u>, attached hereto and incorporated herein for all purposes.

2.03 PROJECT MANAGERS

The designated Project Managers for this Project are:

$\underline{\mathbf{GLO}}$

Thomas Durnin, Project Manager Texas General Land Office Coastal Resources Division P. O. Box 12873 Austin, TX 78711-2873 TEL: (512) 463-1182

TEL: (512) 463-1182 FAX: (512) 475-0680

Thomas.durnin@glo.texas.gov

QPP

Cynthia Pagan, Grants Coordinator Galveston County Office of Finance and Administration 722 Moody Street, Ste. 317 Galveston, Texas 77550

TEL: (409) 770-5355 FAX: (409) 766-2539

Cynthia.pagan@co.galveston.tx.us

ARTICLE 3 - TERM

3.01 DURATION

This Contract shall be effective as of the date executed by the last party and shall terminate on August 31, 2013. Renewals, if any, shall be upon terms mutually agreeable to the parties, and shall be from September 1 to August 31, coinciding with the state's fiscal year.

3.02 EARLY TERMINATION

Either party may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days subsequent to the date of the notice. Upon receipt of any such notice, QPP shall cease work, undertake to terminate any relevant subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the parties, accrued up to the date of termination.

Article 4 - Funding

4.01 TOTAL PROJECT BUDGET

The parties agree that all expenses associated with the performance of this Contract will be paid by the parties in accordance with the Budget, attached hereto and incorporated herein for all purposes in <u>Attachment B</u> in an amount not to exceed the sum of THREE MILLION THREE HUNDRED NINETY SEVEN THOUSAND FIVE HUNDRED EIGHTY TWO DOLLARS (\$3,397,582.00).

4.02 CEPRA ACCOUNT

The parties further agree that the total amount to be expended by the GLO from the CEPRA Account will not exceed the sum of FOURTY EIGHT THOUSAND FIVE HUNDRED SEVENTY FOUR DOLLARS AND FIFTY CENTS(\$48,574.50).

4.03 **QPP CONTRIBUTION**

QPP agrees to provide the sum of SIXTEEN THOUSAND ONE HUNDRED NINTY ONE DOLLARS AND FIFTY CENTS (\$16,191.50) towards the Project's Budget. QPP shall pay this amount in full to the GLO not later than thirty (30) days following the execution of the Contract. Payment shall be sent to the address provided for payment of the Partner Match as set forth in Section 4.04.

The U.S. Army Corps of Engineers will provide an in-kind contribution in the amount of THREE MILLION THREE HUNDRED THIRTY TWO THOUSAND EIGHT HUNDRED AND SIXTEEN DOLLARS (\$3,332,816.00).

4.04 PARTNER MATCH

The Act requires QPP to provide matching funds for at least forty percent (25%) of the shared project costs. The Act's requirement is satisfied by the Partner Match, which includes the sum to be contributed by QPP under **Section 4.03**.

QPP acknowledges that it may not use costs incurred before entering into this Contract or not in accordance with the Budget in <u>Attachment B</u> to offset QPP's portion of the Partner Match.

Proper match must be submitted to:

GLO - For Partner Match

Texas General Land Office
Coastal Erosion Planning and Response Act (CEPRA)-MATCH
Mail Code 151
P.O. Box 12873
Austin, TX 78711-2873

Attn: Conroy Swan, Financial Management

4.05 ALTERNATIVE SOURCE FUNDING

The parties agree to continue to work cooperatively to investigate and secure funding from sources other than the Account. Alternative sources of funding acquired by QPP after the execution of this Agreement may be used to meet the Partner Match.

ARTICLE 5 - STATE FUNDING / RECAPTURE / OVERPAYMENT

5.01 STATE FUNDING

This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Texas Constitution, Article III, Section 49. In compliance with Texas Constitution, Article VIII, Section 6, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.

5.02 RECAPTURE OF FUNDS

QPP shall conduct the Project as set forth in the Contract, in a satisfactory manner as determined by the GLO. The discretionary right of the GLO to terminate for convenience notwithstanding, it is expressly understood and agreed by QPP that the GLO shall have the right to terminate the Contract and recapture, and be reimbursed for, any payments made by the GLO that QPP has not used in strict accordance with the terms and conditions of this Contract and all applicable laws, rules, and regulations.

5.03 OVERPAYMENT

QPP understands and agrees that it shall be liable to the GLO for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. QPP further understands and agrees that reimbursement of such disallowed costs shall be paid by QPP from funds which were not provided or otherwise made available to QPP under this Contract.

ARTICLE 6 – RECORDS, AUDIT, AND PUBLIC DISCLOSURE

6.01 BOOKS AND RECORDS

QPP shall keep and maintain under GAAP full, true, and complete records necessary to fully disclose to the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.

6.02 INSPECTION AND AUDIT

- (a) QPP agrees that all relevant records related to this Contract and any Work Product produced in relation to this Contract, including the records and Work Product of its Subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and Work Product shall be subject, at any time, to inspection, examination, audit, and copying at any location where such records and Work Product may be found, with or without notice from the GLO or other government entity with necessary legal authority. QPP agrees to cooperate fully with any state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. QPP will ensure that this clause concerning state entities' authority to inspect, examine, audit, and copy records and Work Product and the requirement to fully cooperate with the state entities is included in any subcontract it awards.
- (b) QPP understands that acceptance of state funds under this Contract acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. QPP further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. QPP will ensure that this clause concerning the State Auditor's Office's authority to audit state funds and the requirement to fully cooperate with the State Auditor's Office is included in any subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of QPP relating to the Contract for any purpose.

6.03 PERIOD OF RETENTION

QPP shall retain all records relevant to this Contract for a minimum of four (4) years or, if federal funding is included, for five (5) years. The period of retention begins at the date of final payment by the GLO for the goods or services in the Budget. The period of retention shall be extended for a period reasonably necessary to complete an audit and/or to complete any administrative proceeding or litigation that may ensue.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

ARTICLE 7 - MISCELLANEOUS PROVISIONS

7.01 INDEMNITY

AS GOVERNMENTAL ENTITIES AND REQUIRED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, EACH PARTY UNDERSTANDS THAT THEY ARE LIABLE FOR ANY PERSONAL INJURIES, PROPERTY DAMAGE, OR DEATH RESULTING FROM THE ACTS OR OMISSIONS OF SUCH PARTY. IN THE EVENT THAT THE GLO IS NAMED AS A PARTY DEFENDANT IN ANY LITIGATION ARISING OUT OF ALLEGATIONS OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE RESULTING FROM THE ACTS OR OMISSIONS OF QPP, AND FOR WHICH THE GLO IS LIABLE, IF AT ALL, ONLY THROUGH THE VICARIOUS LIABILITY OF QPP, THEN, IN SUCH EVENT, QPP AGREES THAT IT WILL PAY, ON BEHALF OF THE GLO, ALL COSTS AND EXPENSES OF LITIGATION (INCLUDING ANY COURT COSTS, REASONABLE ATTORNEYS' FEES, FEES OF ATTORNEYS APPROVED BY THE OFFICE OF THE TEXAS ATTORNEY GENERAL) AS WELL AS ALL AMOUNTS PAID IN SETTLEMENT OF ANY CLAIM, ACTION, OR SUIT, INCLUDING JUDGMENT OR VERDICT, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT. IN THE EVENT THAT QPP IS NAMED AS A PARTY DEFENDANT IN ANY LITIGATION SEEKING ANY DAMAGES FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH RESULTING OUT OF THE GLO'S ACTIONS OR OMISSIONS, AND QPP'S SOLE LIABILITY, IF ANY, IS ONLY VICARIOUSLY THROUGH THE GLO, THEN, IN SUCH EVENT, THE GLO AGREES TO PAY ANY AND ALL CLAIMS, DEMANDS, OR LOSSES, INCLUDING EXPENSES OF LITIGATION (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) INCURRED BY QPP, INCLUDING ANY VERDICTS OR JUDGMENTS OR AMOUNTS PAID IN SETTLEMENT OF ANY CLAIM ARISING OUT OF, OR IN CONNECTION WITH THIS CONTRACT. ANY ATTORNEYS RETAINED BY QPP TO REPRESENT ANY INTEREST OF THE GLO MUST BE APPROVED BY THE GLO AND BY THE OFFICE OF THE TEXAS ATTORNEY GENERAL. ANY ATTORNEYS RETAINED BY THE GLO TO REPRESENT THE INTEREST OF QPP MUST BE APPROVED BY QPP.

7.02 RELATIONSHIP OF THE PARTIES

QPP is associated with the GLO only for the purposes and to the extent specified in this Contract, and, in respect to QPP's performance pursuant to this Contract. The QP shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the GLO any liability whatsoever with respect to the indebtedness, liabilities, and obligations of QPP or any other party.

7.03 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, QPP shall comply with all applicable federal, state, and local laws, ordinances, and regulations. QPP shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract.

7.04 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address(es) below:

If to the GLO:

Texas General Land Office 1700 Congress Avenue Austin, TX 78701

Attention: Legal Services Division - Mail Code 158

If to QPP:

Galveston County Office of Finance and Administration 722 Moody Street, Ste. 317 Galveston, Texas 77550

Attention: Cynthia Pagan, Grants Coordinator

Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.

7.05 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. QPP irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Nothing in this section shall be construed as a waiver of sovereign immunity by the GLO or QPP.

7.06 DISPUTE RESOLUTION

If a contract dispute arises that cannot be resolved to the satisfaction of the parties, either party may notify the other party in writing of the dispute. If the parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision shall not apply to any matter with respect to which either party may make a decision within its respective sole discretion.

7.07 Entire Contract and Modifications

This Contract, its integrated attachment(s), and any purchase order issued in conjunction with this Contract constitute the entire agreement of the parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such attachment(s) and/or purchase order shall be harmonized with this Contract to the extent possible. Unless such integrated attachment or purchase order specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.

7.08 PROPER AUTHORITY

Each party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. QPP acknowledges that this Contract is effective for the period of time specified in the Contract. Any services performed by QPP before this Contract is effective or after it ceases to be effective are performed at the sole risk of QPP.

7.09 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract. If the Contract is not executed by the GLO within thirty (30) days of execution by the other party, this Contract shall be null and void.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR GLO CONTRACT No. 13-376-000-7759 CEPRA PROJECT No. 1519

	GENERAL LAND OFFICE	GALVESTON COUNTY
D	Larry L. Laine, Chief Clerk/Deputy Land Commissioner Date of execution: QRf DIV HSY AGC GC ATTACHMENTS TO THIS CON	
	ALLACHMENTA:	CONSTRUCTION ASSURANCES

CONSTRUCTION ASSURANCES

ATTACHMENT B: WORK PLAN AND BUDGET ATTACHMENT C: PROJECT LOCATION MAP(S)

ATTACHMENTS FOLLOW

SIGNATURE PAGE FOR GLO CONTRACT No. 13-376-000-7759 CEPRA PROJECT No. 1519

	GENERAL LAND OFFICE	GALVESTON COUNTY
TD	Larry L. Laine, Chief Clerk/ Deputy Land Commissioner Date of execution: SCILEGAL AGC GC ATTACHMENTS TO THIS CONTRACT:	Name: Title: Date of execution:

ATTACHMENT A: CONSTRUCTION ASSURANCES

ATTACHMENT B: WORK PLAN AND BUDGET

ATTACHMENT C: PROJECT LOCATION MAP(S)

ATTACHMENTS FOLLOW

ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE <u>DO NOT</u> RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

- Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- 3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property aquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
- Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
- 5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
- Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

- 8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- 10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

Attachment A Page 2 of 5

- 11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- 12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
- 14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires reciplents in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the

National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

- Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
- 18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- 19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION	DATE SUBMITTED	

Attachment A Page 2 of 5

- 11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- 12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
- 14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the

National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

- Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
- 18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
·		
APPLICANT ORGANIZATION		DATE SUBMITTED
		,

FORM CD-512 (REV 12-04)

U.S. DEPARTMENT OF COMMERCE

CERTIFICATION REGARDING LOBBYING LOWER TIER COVERED TRANSACTIONS

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME	OF	APPI	LICANT

AWARD NUMBER AND/OR PROJECT NAME

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure.)

Approved by OMB 0348-0046

4 = 4-		public burden disclosu	ire.)
1. Type of Federal Action:	2. Status of Fed		3. Report Type:
a. contract	a. bio	d/offer/application	a. initial filing
b. grant		tial award	b. material change
c. cooperative agreement	c. po	st-award	For Material Change Only:
d. loan			year quarter
e. loan guarantee			date of last report
f. loan insurance			dute of last report
4. Name and Address of Reporting	g Entity:	5. If Reporting En	tity in No. 4 is a Subawardee, Enter Name
Prime Subawardee		and Address of	Prime:
Tier,	, if known:	41147144103301	i inite.
	,		
Congressional District, if known	r: 4c	Congressional	Dintaint 16 los
6. Federal Department/Agency:		7 Federal Progres	District, if known:
,		r. rederal Program	m Name/Description:
		CEDA North and 14	
		Croa Number, II	fapplicable:
8. Federal Action Number, if known	j ·	0 0	
in the state of th		9. Award Amount,	If Known:
		\$	
10. a. Name and Address of Lobby	ing Registrant	b. Individuals Perf	orming Services (including address if
(if individual, last name, first na	ame, MI):	different from No	0.10a
		(last name, first	name MI):
11 Information requested through this form is authorized	by title 31 U.S.C. section	Signature:	
1352. This disclosure of lobbying activities is a mate upon which reliance was placed by the tier above when	this transaction upe made	Driet No.	·
or entered into. This disclosure is required pursuant information will be available for public inspection. Any	to 31 H.S.C. 1352 Thin	Print Name:	
required disclosure shall be subject to a civil penalty of not more than \$100,000 for each such failure.	not less than \$10,000 and	Title:	
not note than \$100,000 for each such failure.		Telephone No.:	Date:
Federal Use Only:			Authorized for Local Reproduction
		· 图像	Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
- 2. Identify the status of the covered Federal action.
- Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter
 the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal
 action.
- 4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
- 6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizationallevel below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
- 11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

GIWW-ROLLOVER BAY REACH BEACH NOURISHMENT AND BENEFICIAL USE OF DREDGED MATERIAL CEPRA PROJECT No. 1519 WORK PLAN

- To address erosion on the Galveston County beaches adjacent to Rollover Pass, the GLO shall:
 - a. Expend from the CEPRA account an amount not to exceed \$48,574.50.
 - Identify, document, and confer with the US Army Corps of Engineers (USACE) and Qualified Project Partner on the exact location and extent of the project area.
 - c. Contract with the USACE to beneficially use material dredged from the GIWW Rollover Bay reach for beach nourishment and establish the non-Federal incremental cost for placement of dredged material to nourish an extent of beach identified and agreed upon between the USACE, GLO and QPP by executing a Supplemental Agreement with the USACE.
 - d. Estimate total project costs and specifics of cost-sharing requirements.
 - e. Provide the full amount of funding to the USACE up-front for the non-Federal incremental cost for the placement of dredged material onto Caplen Beach west of Rollover Pass.
 - f. Provide 75 % cost-sharing of the non-Federal incremental cost for the placement of dredged material onto Caplen Beach west of Rollover Pass.
 - g. Provide financial point of contact
 - h. Comply with all federal, state, and local regulations, where applicable.
- 2. To address erosion on the Galveston County beaches adjacent to Rollover Pass, the Qualified Project Partner shall:
 - a. Provide \$16,191.50 on a reimbursement basis to the GLO, as the minimum 25% cost-share match on the incremental non-Federal cost for the placement of dredged material onto Caplen Beach west of Rollover Pass, due to the GLO within thirty (30) days of execution of the PCA.
 - Confer and cooperate with the USACE and GLO on the exact location and extent of the project area.
 - c. Document local support (local associations, foundations, and others).
 - d. Provide financial point of contact.
 - e. Comply with all federal, state and local regulations, where applicable.

BUDGET GIWW-ROLLOVER BAY REACH BEACH NOURISHMENT WITH BENEFICIAL USE OF DREDGED MATERIAL CEPRA PROJECT NO. 1519

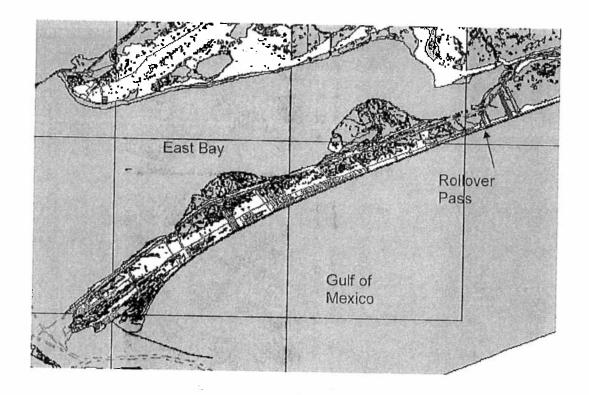
PROJECT COSTS

	AMOUNT
	\$3,397,582.00
Subtotal	\$3,397,582.00
	Subtotal

COST SHARING SUMMARY

- SEE SERVICE OF THE PROPERTY	
QUALIFIED PROJECT PARTNER (QPP): 25% of non-Federal incremental cost	
QPP Cash Commitment (CEPRA Match Fund)	\$16,101,60
QPP In-kind Commitment	\$16,191.50
QPP's TOTAL CONTRIBUTION*	\$0.00
E	\$16,191.50
CEPRA: 75% of non-Federal incremental cost	
CEPRA's TOTAL CONTRIBUTION	\$48,574.50
OTHER FUNDING SOURCES: 98% of total project costs	
U.S. Army Corps of Engineers (In-kind Federal dredging contribution)	\$3,332,816.00
TOTAL PROJECT COMPONENTS	
TOTAL PROJECT CONTRIBUTIONS	\$3,397,582.00
* Please snaoify when we had been the	

^{*} Please specify when using historically underutilized business as required by state law.



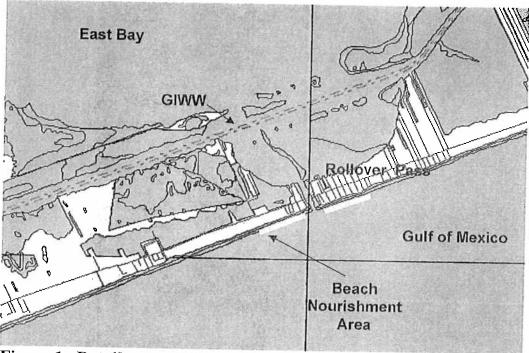
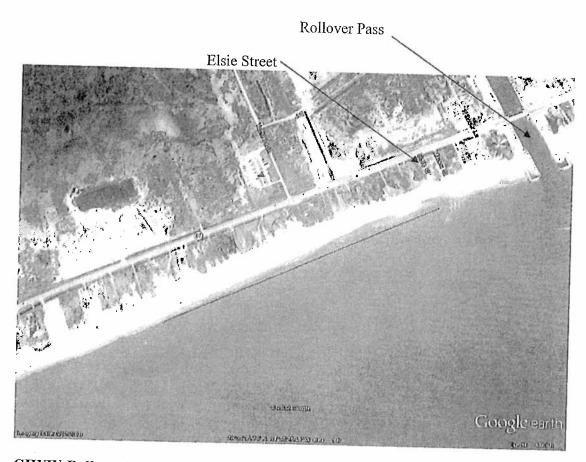


Figure 1. Detail map of Rollover Bay area.



GIWW-Rollover Bay Reach Beach Nourishment with Beneficial Use of Dredged Material project #1519 – 105,000 cubic yards of dredged materials from the GIWW were placed in the area adjacent to the red line shown above along a length of 1,200 feet. The placement area was approximately 1000 feet west of Rollover Pass on Caplen Beach. Placement began February 2012 and was completed by March 19, 2012.

Galveston County, Texas

Department Budget History and Request (Expenditures)

1101 Fund: General.
1901 Department: County Engineer 190100 Division:

2011 Actual Expenditure	2012 Actual Expenditure	2013 Approved Budget	2013 Amended Budget	Object	Description	2014 Base	2014 Department
			, w	5 Inter/Intra	55 Inter/Intragovernmental Evn	lagnner	Kequest
0	0	38,000	38,000	5502103	Cont to Gn Ld Of	C	00000
0	0	38,000	38,000		Subtotals:		000,000
			57 Capial Proj	Projects			OO,OC
0	0	0	0	5799621	Repair 14 Galveston County Bridges	C	C
0	0	0	0				
					Subtotaks:	0	0
649,516	463,155	544,300	544,300		Fund Cost Center Totals:	565.700	217 055
649,516	463,155	544,300	544,300		1101 Fund Total:	565.700	219,525
7 ta 01 7							610,760
049,510	463,155	544,300	544,300		GRAND TOTAL:	565.700	550 615
							510,000

User: Denise Yearnd

SELECT Fund-Cost Center: 110119@

YTD Actual to Annual Budget

GL-General Ledger GL Side

County Engineer County Engineer 13 03 6 0.00 1,587.66 0.00 10,068.00 0.00 100.00 0.00 300.00 3,000.00 1,412.34 0.00 1,587.66 19,500.00 9,432.00 0.00 10,068.00 0.00 100.00 0.00 100.00 0.00 100.00 0.00 100.00 OB-Operational Budg Encumbrance Balance 0.00 Director Actual 300.00 Budget Travel and Educa Membershp/Dues Cont to Gn Ld Of 1101190100 County Engineer Auto Allowance Auto Mileage Title 计计算计计计算计算计 Fnd C Ct 5496100 5496201 5498000 Object 5502103

5,669.64 223143.77 ** Total Expense Accounts ** 315,486.59 544,300.00

06/26/13

AGENDA ITEM #36.e.1.

COUNTY OF GALVESTON REQUEST FOR BUDGET AMENDMENT/TRANSFER Justice Court Precinct #8-1 Department: Amendment No. 13-067-0806-A Date Submitted: July 25, 2013 (Assigned by Budget Office) COMMISSIONER'S COURT ACTION: Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first requiarly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action. THIS PORTION MUST BE FILLED OUT GENERAL EXPLANATION: Request to transfer budget from Supplies and Materials to Travel and Education to fund expenditures through the end of FY2013. This budget amendment does not increase the budget for FY 2013. Auditor Use Only Transfer FROM **Account Description Amount** Acct Balance Sufficient? Annualized (Y/N) Acct. No: General Fund Line Item: 1101-123600-5310000 Supplies and Materials 300 TOTAL - Transfer Amount \$ 300 Auditor Use Only Transfer TO Account Description Amount Acct Balance Sufficient? **Annualized** (Y/N) Acct. No: General Fund Line Item: 1101-123600-5496100 Travel and Education 300 TOTAL - Transfer Amount \$ 300 ADDITIONAL COMMENTS: This is a budget request to transfer budget from Supplies and Materials to Travel and Education to fund expenditures through the end of fiscal year 2013. In FY2012, the total for travel and education expenditures was \$962. JP Court #8-1 - JP Court #8-1 -Supplies and Travel and Description Materials Education Beginning Balance, 07/25/2013 \$4,500 \$1,000 Budget Amendment - BA 13-067-0806-A -300 300 Expenditures and Encumbrances to date 3,547 926 Balance upon approval \$653 \$374 Departmental Authorization Date Human Resources Department Date

AUDITOR'S REVIEW

COMMISSIONERS COURT APPROVAL

Date:

Date Approved:

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.

Reviewed by:_____

Auditor's Remarks:

Date Submitted:_____

Galv Cnty Production Budget to Actual Figures

Run: 07/30/2013

Ledger: GL

Fiscal Year: 2013 7 July

Budget: OB

Key	Title	Director
1101123600	Justice Court Pct #8-1(prv #6)	Justice Administration Dir

Object Description	Budget	Actual	Encumbrance	Balance
5100000 Salaries	233,500.00	185,278.52	0.00	48,221.48
5151000 Group Health Insurance	41,500.00	34,722.32	0.00	6,777.68
5152102 Medicare FICA Payments	3,700.00	2,702.75	0.00	997.25
5153000 Pension	24,200.00	19,069.32	0.00	5,130.68
5154000 Alternate Plan	20,500.00	16,239.38	0.00	4,260.62
5310000 Supplies and Materials	4,500.00	3,547.18	0.00	952.82
5496100 Travel and Education	1,700.00	1,625.75	0.00	74.25
5496301 Auto Mileage	300.00	261.03	0.00	38.97
Total Revenue	0.00	0.00	0.00	0.00
Total Expense	329,900.00	263,446.25	0.00	66,453,75
Net Total (Revenue - Expense)	(329,900.00)	(263,446.25)	0.00	66,453,75

Page: 1

Current Date: 07/30/2013 Current Time: 13:20:53

AGENDA ITEM #36.e.2.

COUNTY OF GALVESTON REQUEST FOR BUDGET AMENDMENT/TRANSFER

R	EQUEST FOR BUDGET AMENDMENT/TR	ANSFER		
Department:	Juvenile Justice Departs	nent	Amendmen	t No. 13-068-0806-B
Date Submitted:	July 24, 2013		(Assigned I	by Budget Office)
COMMISSIONER'S COURT ACTION: Please complete the following form in its entire scheduled Tuesday Commissioners Court mee available Court meeting date. If information or suggested that the department requesting the THIS F GENERAL EXPLANATION:	eting date each month. Emergency n this form is incomplete, the amend	amendments will t Iment will be retur	ne processed at the ned to your office t	e earliest for completion. It is
Request for an interdepartmental budget transfer expenditures through the end of FY2013.		vices to Juvenile Ju	stice Administration	- Auto Fuel Expense to fund
This budget amendment does not increase the	budget for FY 2013.			
Transfer FROM	Account Description	1	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct. No: Juvenile Justice Fund	Line Item:		Allitalized	(VA)
2230-256100-5441301	Placement Services		15,000	
TOTAL - Transfer Amount			\$ 15,000	
	<u> </u>		,,,,,	
Transfer TO	Account Description		Amount	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct. No: Juvenile Justice Fund	Line item:			
2230-256105-5322010	Auto Fuel Expense		15,000	
TOTAL - Transfer Amount			\$ 15,000	
	gh the end of fiscal year 2013. In FY Description ce, 07/25/2013 ent - BA 13-068-0806-B d Encumbrances to date		auto fuel expenditu Juvenile Justice	
·				
This budget amendment has been reviewed fo	AUDITOR'S I r validity of accounts and sufficienc		ces used for budg	et transfer.
Reviewed by:			Date:	
Auditor's Remarks:				
	COMMISSIONERS CO	URT APPROVAL		
Date Submitted:			Date Approved:	

Galv Cnty Production Budget to Actual Figures

Run: 07/30/2013

Ledger: GL

Fiscal Year: 2013 7 July Budget: OB

Key Title Director

2230256100 Juvenile Justice Juvenile Justice Director

Object Description	Budget	Actual	Encumbrance	Balance
5100000 Salaries	365,700.00	286,124.26	0.00	79,575.74
5112001 Terminal Vac and Sick Leave	0.00	575.99	0.00	(575.99)
5151000 Group Health Insurance	53,300.00	41,229.91	0.00	12,070.09
5152102 Medicare FICA Payments	5,700.00	4,181.14	0.00	1,518.86
5153000 Pension	37,800.00	29,515.42	0.00	8,284.58
5154000 Alternate Plan	32,100.00	25,130.08	0.00	6,969.92
5310000 Supplies and Materials	10,500.00	6,648.59	20.16	3,831.25
5310001 Depart Supplies-Non Cap FFE	4,300.00	1,874.76	0.00	2,425.24
5312100 Clothing Expense	1,600.00	868.62	0.00	731.38
5316011 Pharmaceuticals Supplies	500.00	195.05	0.00	304.95
5412114 Psychological Evaluations/Cert	30,000.00	10,300.00	9,700.00	10,000.00
5412301 Drug Screening	8,000.00	3,770.40	742.00	3,487.60
5423000 Maint/Repairs Equipment	500.00	0.00	0.00	500.00
5436107 Outpatient Counseling	382,800.00	282,602.75	100,197.25	0.00
5441301 Placement Services	251,700.00	90,132.09	0.00	161,567.91
5496150 Transportation	2,000.00	0.00	0.00	2,000.00
5496301 Auto Mileage	12,500.00	6,320.02	96.62	6,083.36
5499350 Reimb for Crt Ord Birth Certif	400.00	46.00	254.00	100.00
Total Revenue	0.00	0.00	0.00	0.00
Total Expense	1,199,400.00	789,515.08	111,010.03	298,874.89
Net Total (Revenue - Expense)	(1,199,400.00)	(789,515.08)	(111,010.03)	298,874.89

Galv Cnty Production Budget to Actual Figures

Run: 07/30/2013

Ledger: GL

Fiscal Year: 2013 7 July Budget: OB

KeyTitleDirector2230256105Juv Justice - AdministrationJuvenile Justice

Object Description	Budget	Actual	Encumbrance	Balance
5100000 Salaries	278,100.00	221,415.42	0.00	56,684.58
5130000 Overtime	1,000.00	0.00	0.00	1,000.00
5151000 Group Health Insurance	23,700.00	19,841.33	0.00	3,858.67
5152102 Medicare FICA Payments	4,400.00	3,230.48	0.00	1,169.52
5153000 Pension	28,900.00	22,788.35	0.00	6,111.65
5154000 Alternate Plan	24,500.00	15,576.78	0.00	8,923.22
5154111 Alternate Plan-Nonpart Emp	2,900.00	2,209.34	0.00	690.66
5317000 Books & Periodicals	1,800.00	0.00	0.00	1,800.00
5322010 Auto Fuel Expense	3,000.00	11,021.16	0.00	(8,021.16)
5401010 Smoke Alarm Contract	15,100.00	0.00	0.00	15,100.00
5411103 Pre Employmt Background Checks	600.00	177.31	0.00	422.69
5412114 Psychological Evaluations/Cert	4,000.00	3,000.00	1,000.00	0.00
5423110 Auto Maintenance	5,000.00	1,778.62	3,221.38	0.00
5423112 Auto Credit Card Exp	2,500.00	1,243.14	1,256.86	0.00
5492111 Telephone Cellular	3,000.00	2,010.28	989.72	0.00
5493100 Advertising	1,000.00	0.00	0.00	1,000.00
5496100 Travel and Education	25,000.00	14,251.09	2,922.00	7,826.91
5496301 Auto Mileage	5,000.00	2,826.33	128.26	2,045.41
Total Revenue	0.00	0.00	0.00	0.00
Total Expense	429,500.00	321,369.63	9,518.22	98,612.15
Net Total (Revenue - Expense)	(429,500.00)	(321,369.63)	(9,518.22)	98,612.15

 User ID:
 YEARN_D - Denise Yearnd
 Page: 1
 Current Date: 07/30/2013

 Report ID:
 GLIQBA - BA - Budget to Actual Figures
 Current Time: 13:22:06

AGENDA ITEM #36.e.3.

GALVESTON COUNTY, TEXAS BUDGET JOURNAL ENTRIES

BUDGET JOURNAL ENTRY #

DI	IDA	ET.	TO A	TOTAL	TT
DU	D.G.	L I	$\mathbf{D} A$	TCH	1117

	The statement of the			BUDGET B	ATCH ID		
LONG FORM		ccount nur	nber				
DESCRIPTION	FUND	COST	OBJECT			Tara	
	BELGESCHE SCHOOL STATE		NUMBER	DEBIT	CREDIT	To (+)	Misc
Program Interest Revenue	2975	211114	4811020	60.7	7	+	
Interlocal Agreement-Galveston	2975	211114	5415209	00.7	60.77		
10/1/12-06/30/13 Interest Revenue City of Galveston					00.77		
Program Interest Revenue	2975	211115	4811020	5.65	5	+	
Unrecorder PI from 3/2012				180			
Income Vending Machines	2975	211114	4801020	·	64.53		
Program Interest Revenue	2975	211114	4811020	64.53		+	
To correct keying error, wrong revenue account							
Program Interest Revenue	2975	211115	4811020	123,40		+	
Interlocal Agreement-Galveston	2975	211115	5415209		123.40	+	1111
10/1/12-06/30/13 Interest Revenue City of Galveston							
Program Interest Revenue	2975	211114	4811020	5.94			
Program Interest Revenue	2975	211115	4811020	17.82		+	
Equipment & Tools	2975	211114	5360000	17.82	5.94	-+-	
Equipment & Tools	2975	211115	5360000		17.82	+	
Third Quarter interest County Allocation				1000			
							-10
				278.11	272.46		
Posted by	1	Date Poste	1		ACCTG DATE		6/30/2013
Budget Revision Approval							
Date Approved							

AGENDA ITEM #36.e.4.

GALVESTON COUNTY, TEXAS BUDGET JOURNAL ENTRIES

BUDGET JOURNAL ENTRY #

BUDGET BATCH ID

LOVOROPIE	Office and the		ACCULATION OF	BUDGET	ATCH ID		NAME OF TAXABLE PARTY.
LONG FORM		ecount nur	nber				
SIMPLE STATE OF THE STATE OF TH	ORG	KEY					
		COST	OBJECT			To (+)	
DESCRIPTION	NUMBER	CENTER	NUMBER	DEBIT	CREDIT	Fm (-)	Misc
Salaries	2915	299722	5100000	1,318.0	n	-	
Unemployment Benefits	2915	299722	5155000	1,516.0	358.00		
Advertising	2915	299722	5493100		360.00		
Travel	2915	299722	5496100		325.00		
Mileage	2915	299722	5496305		275.00		
To adjust CDBG Non-Housing Admin for overages and to accommodate Travel & Training expense					275.00		
							10111
10.00							
-							
Holling			1199				
	-						
William Willia				102		-	
				1,318.00	1,318.00	-	
Posted by Budget Revision Approval		Date Poste	d		ACCTG DATE		7/24/2013
Date Approved							

AGENDA ITEM #36.e.5.

GALVESTON COUNTY, TEXAS Journal Voucher

ACCTG. DATE: <u>JULY 25, 2013</u>

JV#

BJ00031181

	Maria de la companya			BATCH ID#	BU0774	•8
		ORG K		THE REPORT		多 指
DESCRIPTION	FUND	COST	OBJECT			TO (+
	NUMBER	CENTER	NUMBER	DEBIT	CREDIT	FM (-
Juvenile Probation State Aid "A" Grant	2841	256111				
Term Vacation and Sick Leave (6)	2841	256111	5112001	136.00		+
Overtime (6)	2841	256111	5130000	105.00		+
Group Health (6)	2841	256111	5151000	2,817.00		+
Pension (6)	2841	256111	5153000	490.00		+
Alternate Plan-OBRA (6)	2841	256111	5154112	21.00		+
Unemployment Benefits (6)	2841	256111	5155000	572.00		+
Educational programs (9)	2841	256111	5495095	25,437.00		+
Salaries (6)	2841	256111	5100000		26,153.00	-
Overtime Holiday(6)	2841	256111	5130054		395.00	-
Medicare (6)	2841	256111	5152102		435.00	-
Alternate Plan	2841	256111	5154000		2,595.00	-
TOTAL				29,578.00	29,578.00	
To record budget Amendment #4 for FY' **Please refer to to						
Budget Revision Approval		LCCTC T				
Date Approved		ACCTG DA	· 1970年14日	07/25/13		
эмс грриочец		BJE Entry A Date Approv				
Journal Entry Approval		Prepared By	:	Jocelyn Paz		
Date Approved		Date Prepared	1:	07/25/13		

Paz, Jocelyn

Budget Adjustment for State Aid A Grant (2841256111) Scan001.PDF Thursday, July 25, 2013 3:58 PM Maxwell, Gail Paz, Jocelyn Subject: From: Sent: ö

Attachments:

Good afternoon. We have requested another budget adjustment from TJJD for the State Aid A Grant (2841256111), reallocating funds from the Salaries/Fringe category to the Non-Residential Services category. The amount of the TJJD budget adjustment is \$25,437; however, we are also reallocating \$4,141 within the Salaries/Fringe accounts to cover deficits (and projected deficits); since these are within the same service category there is no need for a TJJD adjustment. The overall total of this budget adjustment is \$29,578.

As a result of the approval of this request (and the internal adjustments), the following account budgets need to be adjusted as follows:

FROM

(new budget = \$1,605) (new budget = \$595,749) (new budget = \$9,527) Alternate Plan (6) \$2,595(new budget = \$57,150) \$395 \$26,153 \$435 Overtime Holiday (6) Medicare (6) Salaries (6) TOTAL 5130054 5100000 5152102 5154000

2

(new budget = \$67,045) (new budget = \$1,736) (new budget = \$2,916) Educational Programs (9)\$25,437(new budget = \$100,763) (new budget = \$54,405) \$2,817 (new budget = \$74,451) \$490 \(\text{new budget} = \$6 (new budget = \$21) \$29,578 \$572 / Terminal Vac & Sick (6) \$136 / \$105 / Alternate OBRA (6) \$21, Unemployment (6) Group Health (6) Overtime (6) Pension (6) TOTAL 5153000 5155000 5154112 5495095 5130000 5151000 5112001

This budget will help offset unexpected educational costs associated with the JJAEP Program.

Please let me know when this has been completed.

Thanks!

Juvenile Justice Department Fax: (409) 765-3187 Financial Analyst Galveston County (409) 770-5904 Gail Maxwell,

----Original Message-----From: <u>JU01XER@co.galveston.tx.us</u> [mailto:JU01XER@co.galveston.tx.us] Sent: Thursday, July 25, 2013 4:50 PM

To: Maxwell, Gail Subject: Scan from a Xerox WorkCentre Pro

Please open the attached document. It was scanned and sent to you using a Xerox WorkCentre Pro.

Sent by: Guest [JU01XER@co.galveston.tx.us] Number of Images: 3 Attachment File Type: PDF

WorkCentre Pro Location: 1/\Texas City\TX\USA\ Device Name: JU01XER

TEXAS JUVENILE PROBATION COMMISSION BUDGET ADJUSTMENT REQUEST

PLEASE TYPE OR PRINT

(INSTRUCTIONS ON BACK)

1. County Name and #:	Galveston County #084
2. Grant and Fiscal Year	TJPC-A-2013-084 FY2013
3. Date:	July 24, 2013

SERVICE CATEGORIES	A. CURRENT BUDGET	B BUDGET ADJUSTMENT +Increase -Decrease	C AMENDED BUDGET
4. Salaries & Fringe Benefits	890,042	-25,437	864,605
5. Travel	11,100		11,100
6. Operating Expenses	7,814		7,814
7. Non-Residential Services	96,298	+25,437	121,735
8. Residential Services	126,453		126,453
9. TOTALS	1,131,707		1,131,707

10. Detailed explanation for budget adjustment request:

to. Detailed explanation for oudget adjustment request.
We are requesting this budget adjustment to fund unexpected educational costs for our JJAEP Program due to
low attendance of mandatorily expelled students, which therefore, generated less revenue than expected for the
Mandatory JJAEP "P" Grant. These funds are being moved from various vacant positions which have
occurred through the fiscal year.

Note: Complete form and submit: Electronically to judy.ybarbo@tjpc.state.tx.us

11. Authorized Signature: Brent T. Morris

Fax: 512-424-6736 or 512-424-6717

Mail: TJPC, P.O. BOX 13547, AUSTIN, TEXAS 78711

TEXAS JUVENILE JUSTICE DEPARTMENT Budget Adjustment

Junisdiction: GALVESTON

Agreement #: TJPC-A 2013-084 STATE AID

Adjustment made 07/25/2013 by JY

		Approved	Revised	Expenditures	Balance
Service Categories	Budget	Adjustment	8udget	thru 05/201 3	as of 05/2013
Salaries & F.B.	\$890,042.00	\$25,437.00-	\$864,605.00	\$623,425.31	\$241,179.69
fravel	\$11,100.00	\$0.00+	\$11,100.00	\$7,065.98	\$4,034.02
Openating Expenses	\$7,814.00	\$0.00+	\$7,814.00	\$7,736.63	\$77.37
Non-Residential Services	\$96,298.00	\$25,437.00+	\$121,735.00	\$7,203.50	\$114,531.50
Residential Services	\$126,453.00	\$0.00+	\$126,453.00	\$87,307.00	\$39,146.00
'oral	\$1,131,707.00	\$0.00+	\$1,131,707.00	\$732,738.42	\$398,968.58

son for Budget Adjustment	
8udget Adujustment Request	
Phone	
Letter	
Expenditure Report	
Audit Exception	
Refund	
Other	
•	
C Approvat:	
Contract Administrator/Fiscal Officer	Director of Budget/Contract Administration

Maxwell, Gail

From:

Judy Ybarbo [Judy.Ybarbo@tjjd.texas.gov]

Sent:

Thursday, July 25, 2013 3:17 PM

To:

Maxwell, Gail

Subject:

RE: Galveston County

Attachments:

hpsc1784.pdf

Attached please find a copy for your files.

Have a great day!

Thank you,

Judy Garza-Ybarbo Contract Administrator Phone: 512-490-7251 Fax: 512-490-7252

----Original Message----

From: Maxwell, Gail [mailto:Gail.Maxwell@co.galveston.tx.us]

Sent: Wednesday, July 24, 2013 3:03 PM

To: Judy Ybarbo

Subject: Galveston County

Judy:

Good afternoon. Attached you will find a new Budget Adjustment Request for our State Aid A Grant (TJPC-A-2013-084). We are requesting the move funds from the Salary/Fringe category to the Non-Residential Services category to cover unexpected educational costs for our JJAEP Program.

Thanks and have a great remainder of your week!

Gail Maxwell. Financial Analyst **Galveston County** Juvenile Justice Department (409) 770-5904 Fax: (409) 765-3187

----Original Message----

From: <u>JU01XER@co.galveston.tx.us</u> [mailto: <u>JU01XER@co.galveston.tx.us</u>]

Sent: Wednesday, July 24, 2013 4:13 PM

To: Maxwell, Gail

Subject: Scan from a Xerox WorkCentre Pro

Please open the attached document. It was scanned and sent to you using a Xerox WorkCentre Pro.

Consideration of approval of budget amendments	-	2010 and 2011 Justice Assistance
Grants.		

Consideration of approval of budget amendment - CDBG Non-Housing Grant - Administration.

AGENDA ITEM #36.e.6.

GALVESTON COUNTY, TEXAS BUDGET JOURNAL ENTRIES

BUDGET JOURNAL ENTRY #

				BUDGET B	ATCH ID		
LONG FORM	8	ccount nur	nber				
	ORG	KEY					
DESCRIPTION		COST	OBJECT NUMBER	DEBIT	CREDIT	To (+)	Mise
Federal Reimbursement				DEDIT			MISC
Equipment & Tools	2892	291118	4303102		9,342.54	-	
Contract Services	2892	291118	5360000	6,100.16		<u> </u>	
Equipment Capital Outlay	2892	291118	5481000	14,174.34		-	
Ечириен Сарка Оппау	2892	291118	5702225		10,931.96	+	
To zero out and correct the remaining bud	get for the 2010	0 UASI Gr	ant				
				7112			
- April - Apri							
				==0			
- W			5_3115_				
							- Clina
Number 1							
7				-			
						-	
				TOTAL CONTRACTOR OF THE PARTY O		-+	
		- 25.5					
				20,274.50	20,274.50		
Posted by]	Date Poste	i	6/30/2013	ACCTG DATE		6/30/2013
Budget Revision Approval							
	-						
Date Approved							
11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	-						

Texas Department of Public Safety

2010 Grant Adjustment Notice for

Galveston County

1. Sub-Recipient Name and Address	2. Prepared by: Gabbart, Steven	3. SAA Award Number: 10-GA 48167-09F
	4. Federal	Great Information
Judge Mark Henry	Federal Grant Title:	Urban Area Security Initiative (UASI)
Galveston County	Federal Grant Award Number:	2010-SS-T0-0008
722 Moody, Suite 200 Galveston, TX 77550	Date Federal Grant Awarded to Tx	DPS: August 1, 2010
	Federal Granting Agency:	Department of Homeland Security FEMA Grant Programs Directorate

Award Amount and Grant Breakdowns

UASI Award Amount (Federal)

CFDA: 97.067

\$200,658.96

Grant Period: From: To: Aug 1, 2010 Jan 31, 2013

(The SAA must receive all invoices by the end of grant

- 6. Statutory Authority for Grant: This project is supported under Department of Homeland Security Appropriations Act, 2010 (Public Law 111-83).
- 7. Method of Payment: Primary method is reimbursement.
- 8. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by an

9.	Agency Approval
Approving TxDPS Official:	Signature of TxDPS Official:
Machelle Pharr Deputy Assistant Director State Administrative Agency Texas Department of Public Safety	7.142

Sub-Recipient Acceptance I have read and understand the attached Terms and Conditions.

Type name and title of Authorized Sub-Recipient official:

Signature of Sub-Recipient Official:

Mark Henry, County Judge

minh lama

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:

74-6000908

4/18/2013

13. DUE DATE: April 18, 2013

10.

Signed award and Direct Deposit Form (if applicable) must be returned to TxDPS on or before the above due date.

2010 TERMS AND CONDITIONS

instructions:

The Sub-recipient must:

- 1. Fill in the contact information and sign the Sub-Recipient Award
- Certify they have read and understand the Terms and Conditions by initialing the bottom of each page.
- Fill in the contact information located on Page 4.
- Certify to the statements provided in Exhibits A and B and C located at the back of this document by filling in contact information and signing both exhibits.
- Return all documents to the SAA in accordance with the date provided in the transmittal letter and/or in the agreement.

Parties to Sub-recipient Agreement

This Sub-recipient Agreement (includes the Sub-recipient Award and the Terms and Conditions) is made and entered into by and between the Department of Public Safety / State Administrative Agency, (DPS/SAA) an agency of the State of Texas, hereinafter referred to as "DPS/SAA," and the funds recipient, hereinafter referred to as the "Sub-recipient." Furthermore, DPS/SAA and the Sub-recipient are collectively hereinafter referred to as the "Parties." The Sub-recipient Agreement is only an offer until the Sub-recipient returns the signed copy of the 2010 Sub-recipient Agreement in accordance with the date provided in the transmittal letter and/or in the agreement Sub-recipient Agreement Award.

Sub-recipient must not assign or transfer any interest in this Sub-recipient Agreement without the express, prior written consent of the SAA.

Overview, and Performance Standards

All allocations and use of funds under this grant must be in accordance with the FY 2010 Guidelines and Application Kit for the Federal Grant Title specified on the Sub-recipient Agreement Award. All award Sub-recipients are required to have read, understood and accepted the FY 2010 Guidance and Application Kit as binding.

Standard of Performance. The Sub-recipient shall perform all activities and projects entered into the SAA web-based grants management system approved by its Regional Planning Group / Urban Area Working Group and/or by the State Administrative Agency (SAA) as applicable. The Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Sub-recipient agreement, Terms and Conditions and the following Exhibits located at the end of this document:

- Assurance Non-Construction Programs, hereinafter referred to as "Exhibit A"
- Assurance Construction Programs, hereinafter referred to as "Exhibit B" Certification, hereinafter referred to as "Exhibit C"

Failure to Perform. In the event the Sub-recipient fails to implement the project(s) entered into the SAA web-based grants management system, or comply with any of this Sub-recipient agreement's provisions, in addition to the remedies specified in this Sub-recipient agreement, the Sub-recipient is liable to DPS/SAA for an amount not to exceed the award amount of this Sub-recipient agreement and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other federal program funds administered by DPS/SAA until repayment to DPS/SAA is made and any other compliance or audit finding is satisfactorily resolved.

DP\$/SAA Obligations

Measure of Liability. DPS/SAA shall not be liable to the Sub-recipient for any costs incurred by the Sub-recipient that are not allowable costs.

Sub-recipient Agreement Funds Defined and Limit of Liability. The term "Sub-recipient agreement funds" as used in this Sub-recipient agreement means funds provided by DPS/SAA under the DHS/FEMA grant programs. The term "Sub-recipient's funds" or match funds as used in this Sub-recipient agreement means funds provided by the Sub-recipient.

Notwithstanding any other provision of this Sub-recipient agreement, the total of all payments and other obligations incurred by DPS/SAA under this Sub-recipient agreement shall not exceed the Total Award Amount listed on the cover page of the Sub-recipient agreement.

Sub-recipient shall contribute the match funds listed on the Sub-recipient Award page.

Excess Payments. The Sub-recipient shall refund to DPS/SAA any sum of Sub-recipient agreement funds that has been paid to the Sub-recipient by DPS/SAA or that DPS/SAA determines has resulted in overpayment to the Sub-recipient or that DPS/SAA determines has not been spent by the Sub-recipient in accordance with this Sub-recipient agreement. No refund payment(s) may be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. The Sub-recipient shall make such refund to DPS/SAA within thirty (30) days after DPS/SAA requests such refund.

Suspension

In the event the Sub-recipient fails to comply with any of this Sub-recipient Agreement's terms, DPS/SAA may, upon written notification to the Sub-recipient, suspend this Sub-recipient agreement in whole or in part, withhold payments to the Sub-recipient and prohibit the Sub-recipient from incurring additional obligations of Sub-recipient agreement funds.

Termination

DPS/SAA's Right to Terminate. DPS/SAA shall have the right to terminate this Sub-recipient agreement, in whole or in part, at any time before the end of the Performance Period, whenever DPS/SAA determines that the Sub-recipient has failed to comply with any of this Sub-recipient agreement's terms. DPS/SAA shall notify the Sub-recipient in writing prior to the thirtieth (30th) day preceding the termination of such determination and include:

- 1. the reasons for such termination;
- 2. the effective date of such termination; and
- 3. in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

Appeal will be made to the Deputy Director of Homeland Security, Department of Public Safety.

Enforcement

In taking an enforcement action, the awarding agency will provide the sub-recipient an opportunity for such hearing, appeal, or other administrative proceeding to which the sub-recipient is entitled under any statute or regulation applicable to the action involved.

Conflict of Interest

No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Monitorina

Sub-recipients will be monitored periodically by federal or state agencies, both programmatically and financially, to ensure that project goals, objectives, performance requirement, timelines, milestone completion, budget, and other related program criteria are being met.

DPS/SAA reserves the right to perform periodic office-based and/or on-site monitoring of the Sub-recipient's compliance with this Sub-recipient agreement's terms and conditions and of the adequacy and timeliness of the Sub-recipient's performance pursuant to this Sub-recipient agreement. After each monitoring visit, DPS/SAA shall provide the Sub-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in the Sub-recipient's performance under this Sub-recipient agreement's terms, the monitoring report shall include requirements for the timely correction of such deficiencies by the Sub-recipient. Failure by the Sub-recipient to take action specified in the monitoring report may be cause for this Sub-recipient agreement's suspension or termination pursuant to the Suspension and/or Termination Section.

Audit

Audit of Federal and State Funds. The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement as required by the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26) and as outlined in Exhibit A. The Sub-recipient will also comply, as applicable, with Texas Government Code, Chapter 783, 1 TAC 5.141.et.seq. and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements.

<u>DPS/SAA's Right to Audit.</u> DPS/SAA reserves the right to conduct a financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement. The Sub-recipient agrees to permit DPS/SAA or its authorized representative to audit the Sub-recipient's records. The sub-recipient shall provide any documents, materials or information necessary to facilitate such audit.

<u>Sub-recipient's Liability for Disallowed Costs</u>. The Sub-recipient understands and agrees that it shall be liable to DPS/SAA for any costs disallowed pursuant to financial and compliance audit(s) of Sub-recipient agreement funds. The Sub-recipient further understands and agrees that reimbursement to DPS/SAA of such disallowed costs shall be paid by the Sub-recipient from funds that were not provided or otherwise made available to the Sub-recipient pursuant to this Sub-recipient agreement or any other federal contract.

<u>Sub-recipient's Facilitation of Audit</u>. The Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/SAA may require of the Sub-recipient. The Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Sub-recipient and the requirement to cooperate is included in any subcontract it awards.

Other Requirements

A. During the performance period of this grant, Sub-recipients must maintain an Emergency Management Plan at the Intermediate Level of planning preparedness or higher, as prescribed by the Texas Division of Emergency Management (TDEM). This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in the Sub-recipient's plan, Sub-recipient will correct deficiencies within 60 days of receiving notice of such deficiencies from TDEM.

- B. Projects identified in the SAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable approved project investments for the period of performance of the grant.
- C. During the performance period of this grant, Sub-recipient agrees that it will participate in a legally-adopted county and/or regional mutual aid agreement.
- D. During the performance period, the Sub-recipient must be a registered user of the Texas Regional Response Network (TRRN) and identify all major resources such as vehicles and trailers, equipment costing \$5,000 or more and specialized teams/response units equipped and/or trained using grant funds (i.e. hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.
- E. Sub-recipients must submit Fiscal Year 2010 Indirect Cost Allocation Plan signed by Cognizant Agency "Cognizant agency" means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under 2 CFR part 225 on behalf of all Federal agencies. OMB publishes a listing of cognizant agencies. Plan should be forwarded to the SAA along with the Planning and Administration Grant Budget Form.
- F. Council of Governments (COG) will follow guidelines listed in the SAA FY 10 COG Statement of Work.
- G. Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. The sub-recipient agrees to consult with DPS/SAA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

Closing the Grant

- A. The Sub-recipient must have expended all grant funds and submitted expenditure reimbursement requests and any invoices by the end of the performance period listed on the sub-recipient agreement.
- B. DPS/SAA will close a sub-award after receiving Sub-recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to awards modifications and payments. If the close out review and reconciliation indicates that the Sub-recipient is owed additional funds, DPS/SAA will send the final payment automatically to the Sub-recipient. If the Sub-recipient did not use all the funds received, DPS/SAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds.
- C. At the completion of the sub-recipient's performance period, DPS/SAA will de-obligate all uncommitted / unexpended funds.

Restrictions. Disclaimers and Notices

- A. In cases where local funding is established by a COG or UASI, governing board, the release of funds by DPS/SAA is contingent upon funding allocation approval by the governing board.
- B. Notwithstanding any other agreement provisions, the parties hereto understand and agree that DPS/SAA's obligations under this agreement are contingent upon the receipt of adequate funds to meet DPS/SAA's liabilities hereunder, except as required by IECGP and HSGP grants. DPS/SAA shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Notice of Sub-recipient Award.
- C. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to the Point of Contact listed for the sub-recipient in the SAA Grants Management System shall be deemed received the following business day.

DPS/SAA Contact Information

Deputy Director, Homeland Security

Texas Department of Public Safety

State Administrative Agency

P.O. Box 4087

Austin, TX 78773-0220

Sub-Recipient Contact Information

(Please Fill-In Contact Information below)

Mark Henry

Name: County Judge

Title: Galveston County

Agency: 722 Moody, Suite 200

Address: Galveston, TX 77550

Uniform Administrative Requirements, Cost Principals and Audit Requirements

Except as specifically modified by law or this Sub-recipient agreement's provisions, the Sub-recipient shall administer the award through compliance with the most recent version of all applicable Laws and Regulations. A non-exclusive list is provided below

A. Administrative Requirements

- 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local
- 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).

B. Cost Principles

- 2 C.F.R. Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
- 2 C.F.R. Part 220, Cost Principles for Education Institutions (OMB Circular A-21)
- 2 C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
 Federal Acquisition Regulations (FAR) Subpart 31.2, Contracts with Commercial Organizations
- C. Audit Requirements OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.
- D. Sub-recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
- E. The sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the applicable FY2010 Grant Program Guidance and Application Kit.
- F. The recipient must provide information to FEMA to assist with the legally-required environmental planning and historic preservation (EHP) review and to ensure compliance with applicable EHP laws and Executive Orders (EO). These EHP requirements include but are not limited to National Environmental Policy Act, National Historic Preservation Act, Endanged Species Act, EO 1988 Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. The recipient must comply with all Federal, State, and local EHP requirements and obtain applicable permits and clearances.

Recipient shall not undertake any activity from the project that would result in ground disturbance, facility modification, or relates to the use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings that are 50 years old or older. Recipient must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office. Initiation of these activities prior to completion of FEMA's EHP review will result in a non-compliance finding and may not be eligible for grant funding.

- G. Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Sub-recipient agreement's activities and performances rendered by the Sub-recipient including but not limited to the laws and the regulations promulgated in State Administrative Agency Information Bulletins, and Texas Uniform Grants Management Standards (UGMS).
- H. The sub-recipient(s) must, in addition to the assurances, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of the award, and the approved application.

Initial _______ Date ______ 4/18/2013

Retention and Accessibility of Records

Retention of Records. The Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of Sub-recipient agreement funds pursuant to the applicable OMB Circular and this Sub-recipient agreement. The Sub-recipient shall retain these records and any supporting documentation for the greater of three (3) years from the completion of this project's public objective, including program requirements and financial obligations, or the period of time required by other applicable laws and regulations. Sub-recipient shall comply with 44 CFR Section 13.42 and UGMS §-__.42

Access to Records. The Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, DPS/SAA, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by the Sub-recipient pertaining to this Sub-recipient agreement including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by the Sub-recipient. The Sub-recipient agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act, , and Texas Government Code Chapter 552.

Inclusion in Subcontracts. The Sub-recipient shall include the substance of this Section in all subcontracts.

Legal Authority

<u>Signatory Authority</u>. The Sub-recipient assures and guarantees that the Sub-recipient possesses the legal authority to enter into this Sub-recipient agreement, receive Sub-recipient agreement funds and to perform the services the Sub-recipient has obligated itself to perform pursuant to this Sub-recipient agreement.

Authorized Representative. The person or persons signing and executing this Sub-recipient agreement on the Sub-recipient's behalf do warrant and guarantee that he, she or they have been duly authorized by the Sub-recipient to execute this Sub-recipient agreement on the Sub-recipient's behalf and to validly and legally bind the Sub-recipient to all contractual terms, performances and provisions.

Conflicts in Requirements. If conflict exists between federal, state, or local requirements, the sub-recipient shall comply with the strictest requirement.

Notice of Litigation and Claims

The Sub-recipient shall give DPS/SAA immediate notice in writing of any action, including any proceeding before an administrative agency, filed against the Sub-recipient arising out of the performance under this Sub-recipient agreement

Except as otherwise directed by DPS/SAA, the Sub-recipient shall furnish immediately to DPS/SAA copies of all documentation or pleadings received by the Sub-recipient with respect to such action or claim.

Non-Waiver of Defaults

ANY FAILURE OF DPS/SAA, AT ANY TIME, TO ENFORCE OR REQUIRE THE STRICT KEEPING AND PERFORMANCE OF ANY PROVISION OF THIS AGREEMENT WILL NOT CONSTITUTE A WAIVER OF SUCH PROVISION, AND WILL NOT AFFECT OR IMPAIR SAME OR THE RIGHT OF DPS/SAA AT ANY TIME TO AVAIL ITSELF OF SAME. A WAIVER DOES NOT BECOME EFFECTIVE UNLESS DPS/SAA EXPRESSLY AGREES TO SUCH WAIVER IN WRITING. ANY PAYMENT BY DPS/SAA SHALL NOT CONSTITUTE A WAIVER OR OTHERWISE IMPAIR OR PREJUDICE ANY RIGHT, POWER, PRIVILEGE, OR REMEDY AVAILABLE TO DPS/SAA TO ENFORCE ITS RIGHTS, AS SUCH RIGHTS, POWERS, PRIVILEGES, AND REMEDIES ARE SPECIFICALLY PRESERVED.

Indemnity

AS PERMITTED BY LAW, SUB-RECIPIENT SHALL INDEMNIFY, DEFEND AND HOLD DPS/SAA AND THE STATE OF TEXAS (INCLUDING ITS DIRECTORS, COMMISSIONERS, EMPLOYEES, AGENTS AND THEIR SUCCESSORS) ("INDEMNITEES") HARMLESS FROM AND AGAINST ANY OF THE FOLLOWING THAT ARISE OUT OF OR RESULT FROM SUB-RECIPIENT'S NEGLIGENCE (ANY AND ALL), FAULT, ACT, FAILURE TO ACT, OMISSION, BREACH OF THIS AGREEMENT OR VIOLATION OF ANY STATE OR FEDERAL LAW AND/OR REGULATION, AS WELL AS ANY VIOLATION OF ANY MATTER MADE THE BASIS OF A TREATY AND/OR CONVENTION AND/OR AGREEMENT BETWEEN THE UNITED STATES AND ANOTHER NATION: CLAIMS; LAWSUITS; DAMAGES; LIABILITIES; PENALTIES; TAXES; FINES; INTEREST; EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, INVESTIGATION COSTS AND ALL DIRECT OR INDIRECT COSTS OR EXPENSES INCURRED IN DEFENDING AGAINST ANY CLAIM, LAWSUIT, OR OTHER PROCEEDING, INCLUDING THOSE EXPENSES INCURRED IN ANY NEGOTIATION, SETTLEMENT, OR ALTERNATIVE DISPUTE RESOLUTION); ANY AND ALL DAMAGES, HOWEVER CHARACTERIZED, SUCH AS DIRECT, GENERAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS, LOSS OF USE, OR LOSS OF DATA) ARISING OUT OF OR IN CONNECTION WITH OR RELATED TO THIS AGREEMENT OR THE RIGHTS PROVIDED THEREIN.

IN ANY AND ALL CLAIMS AGAINST ANY OF THE INDEMNITEES BY ANY EMPLOYEE OF THE SUB-RECIPIENT OR ANY EMPLOYEE OF ITS SUBCONTRACTOR(S), THE INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT WILL NOT BE LIMITED IN ANY WAY BY THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE SUB-RECIPIENT OR ANY OF ITS SUBCONTRACTOR(S) UNDER WORKER'S DISABILITY COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEE BENEFITS ACTS.

SUB-RECIPIENT SHALL COORDINATE ITS DEFENSE AND ANY SETTLEMENT WITH THE ATTORNEY GENERAL FOR THE STATE OF TEXAS AS REQUESTED BY THE DPS/SAA. IN ANY SETTLEMENT, SUB-RECIPIENT MUST NOT MAKE ANY ADMISSION OF LIABILITY ON THE PART OF ANY OF THE INDEMNITEES.

THIS SECTION SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION, CONTRIBUTION OR RIGHT WHICH ANY OF THE INDEMNITEES HAVE BY LAW OR EQUITY.

THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

Changes and Amendments

<u>Written Amendment</u>. Except as specifically provided otherwise in this Sub-recipient agreement, any alterations, additions or deletions to this Sub-recipient agreement's terms shall be made through Grant Adjustment Notices generated by the SAA web-based grants management system and executed by the Parties.

Authority to Amend. During the period of this Sub-recipient agreement's performance DPS/SAA and/or FEMA may issue policy directives that serve to establish, interpret or clarify this Sub-recipient agreement's performance requirements. Such policy directives shall be promulgated by DPS/SAA or FEMA in the form of Information Bulletins and shall have the effect of qualifying this Sub-recipient agreement's terms and shall be binding upon the Sub-recipient as if written in the Sub-recipient agreement.

Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Sub-recipient agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this Sub-recipient agreement without written amendment to this Sub-recipient agreement and shall become effective on the date designated by such law or regulation. In the event FEMA or DPS/SAA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate sub-recipient acceptance of the changes to the award.

.

Headings

Headings and captions of this Sub-recipient agreement's sections and paragraphs are only for convenience and reference. These headings and captions shall not affect or modify this Sub-recipient agreement's terms or be used to interpret or assist in the construction of this Sub-recipient agreement.

Venue

For purposes of litigation pursuant to this Sub-recipient agreement, venue shall lie in Travis County, Texas, and be governed by Texas Law.

Special Conditions

2010 Operation Stonegarden (OPSG) Specific:

1) The recipient is prohibited from obligating or expending Operation Stonegarden (OPSG) funds provided through this award until each unique, specific or modified county level or equivalent Operational Order/Frag Operations Order with embedded estimated operational budget has been reviewed and approved through an official email notice issued by FEMA removing this special programmatic condition. The Operations Order approval process/structure is as follows: Operations Orders are submitted to (I) the appropriate Customs and Border Protection (CBP) Border Patrol (BP) Sector Headquarters (HQ); upon approval by the Sector HQ, forwarded through the Border Patrol Enforcement Transfer System (BPETS) system to (2) the OPSG Coordinator, CBP/BP Washington, DC and upon approval forwarded to (3) Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD). Grant Development and Administration Division (GD&A). Notification of release of programmatic hold will be sent by FEMA via email to the State Administrative Agency (SAA) with a copy to OPSG Coordinator at CBP/BP HQ, Washington DC.

General:

1)

- a) Provisions applicable to a sub-recipient that is a private entity.
 - i) You as a sub-recipient, your employees, may not:
 - (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procure a commercial sex act during the period of time that the award is in effect: or
 - (3) Use forced labor in the performance of the award or sub-award under this award.
 - ii) We may unilaterally terminate this award, without penalty, if the sub-recipient that is a private entity:
 - (1) Is determined to have violated a prohibition in paragraph 1a of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition of this award term through conduct that is either:
 - (a) Associated with performance under this award; or
 - (b) Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement)," as implemented at 2 CFR Part 3000.
- b) Provisions applicable to a sub-recipient that is other than a private entity. We may unilaterally terminate this award, without penalty, if the sub-recipient that is a private entity:
 - i) Is determined to have violated a prohibition in paragraph 1a of this award term; or
 - ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a1 of this award term through conduct that is either:
 - (1) Associated with performance under this award; or
 - (2) Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement)," as implemented at 2 CFR Part 3000.
- c) Provisions applicable to any recipient:
 - i) You must inform us immediately of any information you received from any source alleging a violation of a prohibition in paragraph a1 of this award term.
 - ii) Our right to terminate unilaterally that is described in 1b or 2 of this section:
 - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104 (g), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.

- iii) You must include the requirements of 1a of this award term in any sub-award you make to a private entity.
- d) Definitions. For purposes of this award term:
 - i) "Employee" means either:
 - (1) An individual employed by a sub-recipient who is engaged in the performance of the project or program under this award: or
 - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - ii) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - iii) "Private entity" means:
 - (1) Any entity other than a State, local government, Indian Tribe, or foreign public entities, as those terms are defined in 2 CFR 175.25.
 - (2) Includes:
 - (a) A non-profit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2CFR 175.25(b).
 - (b) A for-profit organization
 - iv) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

2)

- a) Classified national security information as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.
- b) No funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for that access to such information
- c) Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information by the contractor, sub-awardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch(ISBP), or an appropriate official within the Federal department or agency with whom the classified effort will be performed.
- d) Such contracts, sub-awards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operation Procedures, Classified Contracting by States and Local Entities," dated July 7, 20089; EO's 12829, 12959, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and /or other applicable implementing directives or instruction. All security requirement documents are located at: http://www.dhs/gov/xopnbiz/grants/index.shtm.
- e) Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, sub-award, or other agreement, and prior to execution of any action to facilitate the acquisition of such a contract sub-award, or other agreement, the award recipient shall contact ISPB, or the appropriate Federal department or agency, for approval and processing instructions.

Please fill in the appropriate information and sign.

Mark Henry		
Type Name of Authorized Official		
County Judge		
Title		
Galveston County		
Sub-recipient Organization		4/18/2013
Signature of Authorized Official	D.	ate

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS

As the duly authorized representative of the sub-recipient, I certify that the sub-recipient:

- 1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this agreement.
- 2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- 3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- 4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- 5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- 6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- 7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- 8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
- 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
- 12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

- 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
- 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- 18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

Please fill in the appropriate information and sign.

Mark Henry	
Type Name of Authorized Official	
County Judge	
Title	
Galveston County	
Sub-recipient Organization	
m into tom	4/18/2013
Signature of Authorized Official	Date

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS

As the duly authorized representative of the sub-recipient, I certify that the sub-recipient:

- 1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this agreement.
- 2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- 3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- 4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
- 5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
- 6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance
 of personal or organizational conflict of interest, or personal gain.
- 8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728–4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- 9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based pain in construction or rehabilitation of residence structures.
- 10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the agreement.
- 11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- 12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act(40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.
- 14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

Initial ML Date 4/18/2013

- 15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- 16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
- 18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- 19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Please fill in the appropriate information and sign.

Mark Henry	
Type Name of Authorized Official County Judge	
Title	
Galveston County	
Sub-recipient Organization	
- minh lomm	4/18/2013
Signature of Authorized Official	Date

Exhibit C

Certifications

The undersigned, Mark Henry to the best of his/her knowledge and belief.	_(print), as the authorized official of	Galveston County	certifies the following
--	---	------------------	-------------------------

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, of modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure of Lobbying Activities," in accordance with its instructions

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontract, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28C.F.R. Part 67, Section 67.510. (Federal Certification) The Sub-recipient certifies that it and its principals and vendors:
 - Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Sub-recipients can access debarment information by going towww.epls.gov and the State Debarred Vendor List http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/
 - 2. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification; and
 - 4. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; and
 - 5. Where the sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this agreement. (Federal Certification)
- E. The Sub-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- Sub-recipient must comply with 2 CFR Part 180 Subpart C as a condition of receiving grant funds, and sub-recipient must require such compliance in any sub-grants or contract at the next tier.
- G. Will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.
- H. Drug-free Workplace Act, as amended, 41 U.S.C. §701 et seq. Requires the recipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, place(s) where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. The recipient must notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 CFR Part 17.

1. Understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

Please fill in the appropriate information and sign.

Mark Henry	
Type Name of Authorized Official	
County Judge	
Title	
Galveston County	
Sub-recipient Organization	
minds Com	4/18/2013
Signature of Authorized Official	Date

Initial MD Date 4/18/2013

AGENDA ITEM #37.a.1.



THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPO CPPB PURCHASING AGENT COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550

(409) 770-5371

GWEN MCLAREN, CPPBASST. PURCHASING AGENT

July 31, 2013

Honorable County Judge And Commissioners' Court County Courthouse Galveston, Texas

Re: Bid #B131021, Galveston County Justice Center Generators

Gentlemen,

On June 4, 2013, bids were opened for Bid #B131021, Galveston County Justice Center Generators, at which time three (3) bids were received from the following companies:

• Boyer, Inc.

Houston, Texas

• Crescent Engineering Co., Inc., dba Crescent Electric

LaMarque, Texas

• C. F. McDonald Electric, Inc.

Houston, Texas

It is recommended that you award this bid to the lowest bidder, Crescent Engineering Co., Inc., dba Crescent Electric in the amount of \$1,511,826.00 which includes the base bid and alternate bid items.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G. Crowder, CPPO CPPB

Purchasing Agent

County of Galveston

Attachments

LJA Engineering, Inc.



 Phone
 713.450.1300

 Fax
 713.450.1385

 www.liaengineering.com



June 6, 2013

Mr. Rufus Crowder
Galveston County – Purchasing Department
722 Moody
Galveston, Texas 77550

RE: Bid Tabulation and Recommendation for Award for Construction of the

Bid #B131021 - CDBG Round 1 Galveston County Justice Center Generators

LJA Job No. 0384-9003H

Dear Mr. Crowder:

Bids for construction of the referenced project were received in the office of the County Purchasing Agent at 2:00 P.M., Tuesday, June 4, 2013, at the Galveston County Court House, 5th Floor, and subsequently read in public. Three (3) contracting firms submitted bids for the project.

The bidders from low to high are as follows:

Contractor	LocationTotal	Base Bid	Total Amount Bid
Crescent Electric	La Marque, TX	\$1,491,826	\$1,511,826
McDonald Electric, Inc.	Houston, TX	\$1,582,469	\$1,606,469
Boyer, Inc.	Houston, TX	\$1,929,795	\$1,952,795

A copy of the Bid Tabulation is attached.

The bidding documents of the bidders were examined and found to be in order.

LJA Engineering, Inc. recommends awarding a contract to the low bidder, Crescent Electric. The total amount bid by the low bidder was \$1,491,826.

Sincerely

Gregg B. Haan, PE

Senior Project Engineer

GBH/

Attachment

Page	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	CA		Allowance for Relocation of Existing Water Line as Directed by Owner, Complete in Place.	10
American Description (Printing France and 16 Foot Double Ist. Complete in Place. Berlinding Concrete Paving, Fine Grading, In USS Standby Diesel Generations (to be Eiffled by Contractor at Jual as Specified 1 September 10 September 10 September 20 September 10 September 20 Sep	\$301,314.00	\$301,314.00		\$190,000.00	\$167,194.00	\$167,194.00	LS		Central Plant Electrical System Including Automatic Transfer Switches(3), and all Other appurtenances as Shown on Plans and as Described in Specifications for a Complete Operating System, Complete in Place.	
Blaction DESCRIPTION DESCRIPT	\$378,039.00	\$378,039.00		\$323,069.00	\$250,900.00	\$580,900.00	LS	1	Justice Center Electrical System Installation for Standby Diesel Generator, Including Concrete Pads, 3,000 Gal. Fuel Tank (to be filled by Contractor at completion of project), Generator Feeders, Automatic Transfer Switch, Raised Access Platform and all Other Appurtenances as Show on Plans and as Described in Specifications for a Completion Operating System, complete in Place.	
Alveston No. E384-9003H No. E384-9003H DESCRIPTION DESCRIPTION DESCRIPTION LS S135 Pirst St. La Marque, TX 77568 PH: 409-935-2428 FAX: 409-935-2428 FAX: 409-935-2428 FAX: 713-921-1368 FAX: 7	\$239,254.00	\$239,254.00	\$175,000.00	\$175,000.00	\$237,700.00	\$237,700.00	SJ		750 kW Standby Diesel Generator at Justice Center as Specified in the Plans and Specifications, Complete in Place.	7
Alvestom County Justice Center Generators No. E384-9003H No. E384-9003H DESCRIPTION DESCRIPTION Commencial Metal Fence and 16 Foot Double sts, Complete in Place. DEWNAME Including Concrete Paving, Fine of Standby Diesel area and Specifications, Complete in Place. Seeding, Complete in Standby Diesel area and 10 Other Appurtenances as Shown lans and as Described in Specifications for a plents operating System. Complete in Place. DESCRIPTION LS \$32,800.00 \$32,800.00 \$65,000.00 \$665,000.00	\$6,200.00	\$62.00	\$1,000.00	\$10.00	\$2,600.00	\$26.00	드	100	Justice Center site Chain Link Fence With 4-Foot Width Manway Gate Including Posts, Rails & Pickets, Matching Existing Fences, Complete in Place.	
Alveston Alveston Lesday, June 4, 2013 @ 2200 P.M. Alveston Lesday, June 4, 2013 @ 2200 P.M. Alveston Lamarque, TX 77568 Lamarque, TX 77568 Alveston, TX 77017 Alvesday, Tyrotacle Electric, Inc. 1319 First St. 1319 First St. Amarque, TX 77568 Houston, TX 77017 Amarque, TX 77568 FAX: 409-935-2416 PH: 409-935-2416 PH: 713-921-1368 FAX: 71	\$16,043.00	\$16,043.00	\$65,000.00	\$65,000.00	\$32,800.00	\$32,800.00	LS	→	Justice Center Site Work Including Concrete Paving, Fine Grading and Seeding, Complete in Place.	
Distriction Page 1 Crescent Electric C.F. McDonald Electric, inc. alveston 1319 First St. 5044 Timber Creek ounty Justice Center Generators La Marque, TX 77568 Houston, TX 77017 No. E384-9003H PH: 409-935-2416 PH: 713-921-1368 FAX: 409-935-2428 FAX: 713-921-5109 J. Carlisle Smith, VP Wayne Berkenmeier, VP UNIT TOTAL PRICE UNIT TOTAL PRICE PER ITEM PRICE PER ITEM PRICE PER ITEM Site Ornamental Metal Fence and 16 Foot Double sts, Complete in Place. 200 LF \$135.00 \$27,000.00 \$25.00 \$5,000.00 okw Standby Diesel Generator at Jail as Specified 1 LS \$280,000.00 \$200,000.00 \$200,000.00	\$471,017.00	\$471,017.00	\$420,900.00	\$420,900.00	\$351,800.00	\$351,800.00	LS	->	Jail Electrical System Installation for Standby Diesel Generator, Including Concrete Pads, 6,000 Gal. Fuel Tank (to be filled by Contractor at completion of project), Generator Feeders, Automatic Transfer Switch, Raised Access Platform, and all Other Appurtenances as Shown on Plans and as Described in Specifications for a Complete Operating System, Complete in Place.	4
All Committy Justice Center Generators	\$280,335.00		\$200,000.00	\$200,000.00	\$280,000.00	\$280,000.00	LS	-1	1,000 kW Standby Diesel Generator at Jail as Specified in the Plans and Specifications, Complete in Place.	ω
Page 1 Crescent Electric C.F. McDonaid	\$24,600.00	\$123.00	\$5,000.00	\$25.00	\$27,000.00	\$135.00	ΓF	200	Jail Site Ornamental Metal Fence and 16 Foot Double Cantilevered Access Gate Including Posts, Rails & Pickets, Complete in Place.	2
DESCRIPTION Page 1 Crescent Electric C.F. McDonaid Electric C	\$55,310.0	\$55,310.00	\$75,000.00	\$75,000.00	\$41,000.00	\$41,000.00	LS	>	Jail Site Work Including Concrete Paving, Fine Grading, and Seeding, Complete in Place.	_
Page 1 Crescent Electric C.F. McDonaid	PER ITEM	PRICE	PER ITEM	PRICE	PER ITEM	PRICE	STINU	QTY.		NO.
No. E384-9003H Page 1 Crescent Electric C.F. McDonaid Electric, Inc. 1319 First St. 5044 Timber Creek La Marque, TX 77568 Houston, TX 77017 PH: 409-935-2416 PH: 713-921-1368 FAX: 409-935-2428 FAX: 713-921-5109 Usano Reference on the control of the control	, i resideiit	Wark F. Doyo	101. 41	The Deliver	1011	11111		707		ITEM
Tuesday, June 4, 2013 @ 2:00 P.M. Page 1 Crescent Electric C.F. McDonald Electric, Inc. 1319 First St. 5044 Timber Creek 1ster Generators La Marque, TX 77568 Houston, TX 77017 PH: 409-935-2416 PH: 713-921-1368	i-8198 President	FAX: 713-466	-5109 meier VP	FAX: 713-921	5-2428 lith VP	FAX: 409-93			F-1386	FRN F-
ter Generators Page 1 Crescent Electric C.F. McDonald Electric, Inc. 1319 First St. La Marque, TX 77568 Houston, TX 77017	5395	PH: 713-466-	1368	PH: 713-921-	-2416	PH: 409-935			Project No. E384-9003H	LJA Pro
ruesday, June 4, 2013 @ 2:00 P.M. Page 1 Crescent Electric C.F. McDonaid Electric, inc. 1319 First St. 5044 Timber Creek	77064	Houston, TX	77017	Houston, TX	X 77568	La Marque, T			ston County Justice Center Generators	Galves
	s N. Houston Ro	Boyer, Inc. 8904 Fairbank	d Electric, Inc. Creek	5044 Timber C	DIFIC	1319 First St	Page 1	<u> </u>	abulation - Bid Opening, Tuesday, June 4, 2013 @ 2:00 P.M. ty of Galveston	County

Bid Tal County Galves	Bid Tabulation - Bid Opening, Tuesday, June 4, 2013 @ 2:00 P.M. County of Galveston Galveston County Justice Center Generators		Page 2	Crescent Electric 1319 First St. La Marque, TX 7	tric: x 77568	C.F. McDonald Electric, Inc. 5044 Timber Creek Houston, TX 77017	d Electric, Inc. Sreek 77017	Boyer, Inc. 8904 Fairbanks N. Houston Rd. Houston, TX 77064
Galves LJA Pr	Galveston County Justice Center Generators LJA Project No. E384-9003H			La Marque, TX 77568 PH: 409-935-2416	X 77568 2416	Houston, TX 77017 PH: 713-921-1368	77017 1368	Houston, TX 77064 PH: 713-466-5395
FRN F-1386	-1386			FAX: 409-935-2428	5-2428	FAX: 713-921-5109	-5109	FAX: 713-466-8198
				J. Carlisle Smith, VP	ith, VP	Wayne Berkenmeier, VP	meier, VP	Mark L. Boyer, President
ПЕМ		EST.		TINU	TOTAL PRICE	TINU	TOTAL PRICE	TINU
NO.	DESCRIPTION	ΩΤΥ.	STINU	PRICE	PER ITEM	PRICE	PER ITEM	PRICE
<u> </u>	Allowance for Relocation of Existing Landscaping Irrigation System as Directed by Owner, Complete in Place.	>	CA	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	5,000.00
12	Allowance for Construction Permits Required for Completion of the Project, Complete in Place.		CA	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
13	Allowance for Center Point Energy Terms & condition Fee as Required for Completion of the Project, Complete in Place.		CA	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
14	Calibration, Short Circuit, and Relay Coordination Study for New Equipment, as Required by Plans and Specifications, Complete in Place.	>	LS	\$8,639.00	\$8,639.00	\$3,000.00	\$3,000.00	\$14,503.00
15	15 Gallon Crepe Myrtle, Minimum 8.5 Foot Height, 5.5 Foot Spread, 1.25 Inch Caliper, Including 3 Foot Radius, 4 Inch Thick Hardwood Mulch Bedding, Complete in Place.	10	ΕA	\$317.80	\$3,178.00	\$100.00	\$1,000.00	\$138.00
16	10 Gallon Oleanders, Minimum 36 Inch Height, 36 Inch Spread Including 3 Foot Radius, 4 Inch Thick Hardwood Mulch Bedding, Complete in Place.	20	EΑ	\$125.75	\$2,515.00	\$100.00	\$2,000.00	\$120.00
17	Justice Center Sound Attenuated Enclosure in Per Specification, Complete in Place.		LS	\$0.00	\$0.00	\$15,000.00	\$15,000.00	\$26,450.00
18	Jail Sound Attenuated Enclosure in Per Specification, Complete in Place.		LS	\$0.00	\$0.00	\$20,000.00	\$20,000.00	\$26,450.00
19	Allowance for Tracing Out, Verify, and Relocate Existing Electrical Conduit According to Special Instructions Item Number 10, Sheet 7, Complete in Place.		C _A	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00

\$1,491,826.00

Bid Ta	Bid Tabulation - Bid Opening, Tuesday, June 4, 2013 @ 2:00 P.M.		Page 3	Page 3 Crescent Electric		C.F. McDonald Electric, Inc.		Boyer, Inc.	***************************************
Count	County of Galveston			1319 First St.		5044 Timber Creek		8904 Fairbanks	8904 Fairbanks N. Houston Rd.
Galve	Galveston County Justice Center Generators			La Marque, TX 77568		Houston, TX 77017	•	Houston, TX 77064	7064
LJA P	LJA Project No. E384-9003H			PH: 409-935-2416		PH: 713-921-1368		PH: 713-466-5395	395
FRNF	FRN F-1386			FAX: 409-935-2428		FAX: 713-921-5109		FAX: 713-466-8198	-8198
	***************************************			J. Carlisle Smith, VP		Wayne Berkenmeier, VP		Mark L. Boyer, President	President
ITEM		EST.		TINU	TOTAL PRICE	TINU	TOTAL PRICE	TINU	TOTAL PRICE
NO.	DESCRIPTION	QTY.	UNITS	PRICE	PER ITEM	PRICE	PER ITEM	PRICE	PER ITEM
	ALTERNATE BID ITEMS								
20	Justice Center Aluminum Sound Attenuated Enclosure in Lieu of regular Enclosure Per Specification (Bid Item 17), Complete in Place.		LS	\$10,000.00	\$10,000.00	\$27,000.00	\$27,000.00	\$27,000.00 \$37,950.00	\$37,950.00
21	Jail aluminum Sound Attenuated Enclosure in Lieu of Regular Enclosure Per Specification (Bid Item 18), Complete in Place.		LS	\$10,000.00	\$10,000.00	\$32,000.00	\$32,000.00 \$37,950.00	\$37,950.00	\$37,950.00

SUBTOTAL ALTERNATE BID ITEMS 20 AND 21

TOTAL BASE BID ITEMS (Excluding Items 20 and 21)

TOTAL AMOUNT BID (Including Alternate Items 20 and 21 Excluding Items 17 and 18)

\$1,511,826.00

\$1,606,469.00

\$1,952,795.00

\$1,929,795.00

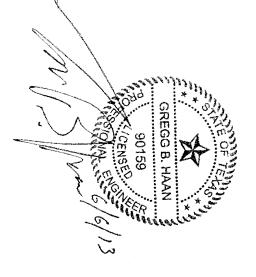
\$1,491,826.00

\$1,582,469.00

\$20,000.00

\$59,000.00

75,900.00



Page: 1

6/6/2013 | 1:30:18 PM | MCCULL_D | **Galv Cnty Production**|BID_TAB_100_vb

BID RESPONSE TABULATION

GALVESTON COUNTY JUSTICE CENTER GENERATORS GALVESTON COUNTY, TEXAS

OPEN: 05/30/2013 2:00 PM BID #: B131021

			***************************************		Vendor:		Vendor:		Vendor:	
w					968602	968	710005	905	715665	99
		-			CRESCENT ENGI	INEERING CON	CRESCENT ENGINEERING COM C.F. MCDONALD ELECTRIC INC	ELECTRIC INC	BOYER INC	INC
Item	Item Product Cod Description	Description	Quantity	nantity Units		Extended	Unit Price Extended Unit Price Extended Unit Price	Extended	Unit Price	Extended
0001	0001 69043	GALVESTON COUNTY JUSTICE CENTER GENI - TOTAL BASE BID ITEMS	1.00	EA	1.00 EA 1,491,826.00 1,491,826.00 1,582,469.00 1,582,469.00 1,582,469.00 1,929,795.00 1,929,795.00	1,491,826.00	1,582,469.00	1,582,469.00	1,929,795.00	1,929,795.00
0005	0002 69043	GALVESTON COUNTY JUSTICE CENTER GENI - TOTAL AMOUNT BID	1.00	EA	1.00 EA 1,511,826.00 1,511,826.00 1,606,469.00 1,606,469.00 1,606,469.00 1,952,795.00 1,952,795.00	1,511,826.00	1,606,469.00	1,606,469.00	1,952,795.00	1,952,795.00
			Total of all Items	II Items		3,003,652.00		3,188,938.00		3,882,590.00

BID PROPOSAL

			Date: June 4, 2013
Bid of <u></u>	resc (Lega	eut En	gineering 6 Inc. dba Crescent Electric Bidder-Company)
	(8-		
	[]	an individual proprietorship
	ιX]	a corporation organized and existing under the laws of Lexas
	[]	a partnership consisting of
	[]	a joint venture
	[]	other
FOR:			
			CONSTRUCTION OF THE

CONSTRUCTION OF THE
PERMANENT EMERGENCY GENERATORS
TO SERVE
GALVESTON COUNTY JAIL

IN GALVESTON COUNTY, TEXAS LJA JOB NO. 0384-9003H

TO:

GALVESTON COUNTY JAIL GENERATORS c/o Galveston County Purchasing Department 722 Moody(21st Steet) – Fifth (5th) Floor Galveston, Texas 77550

CONSTRUCTION OF THE PERMANENT EMERGENCY GENERATORS TO SERVE GALVESTON COUNTY JAIL

IN GALVESTON COUNTY, TEXAS LJA JOB NO. 0384-9003H

Gentlemen:

Pursuant to the foregoing Invitation and Instructions to Bidders, the undersigned bidder hereby proposes to do all the work for the unit prices bid to furnish all necessary superintendence, labor, machine, equipment, tools, materials, insurance and miscellaneous items, to complete all work according to the bids, as provided in the construction plan and contract documents for the construction of the Galveston County Justice Center Generators to serve the Galveston County Jail, and clean up the site to the satisfaction of the Owner/Engineer, and bind himself on acceptance of this proposal to execute a contract and bonds for completing said project within the time stated for the following prices, to wit:

BASE BID ITEMS

ITEM NO.	QTY.	UNIT	ITEM DESCRIPTION AND TOTAL WRITTEN UNIT PRICE	UNIT PRICE	AMOUNT
1.	1	LS	Jail Site work Including Concrete Paving, Fine Grading, and Seeding. Complete in place for Forty Cone Thou Sand dollars		
			and <u>7660</u> cents per unit	\$41,000, ⁻	\$41,000,
2.	200	LF	Jail Site Ornamental Metal Fence and 16 foot double Cantilevered Access Gate including Posts, Rails, & Pickets. Complete in place for	·	
			and <u>7.00</u> cents per unit	, 135.00	s 27,000.
3.	1	LS	1,000kW Standby Diesel Generator at Jail as Specified in the Plans and Specifications, Complete in place for Two Hundred Cighty Thousand dollars		
			and Zero cents	<u>\$ 280,000.</u>	<u>: 280,000</u>

CONSTRUCTION OF THE PERMANENT EMERGENCY GENERATORS TO SERVE GALVESTON COUNTY JAIL

4.	1	LS Jail Electrical System Installation for Standby Diesel Generator, Including Concrete Pads, 6,000 gal Fuel Tank (to be filled by contractor at completion of project), Generator Feeders, Automatic Transfer Switch, Raised Access Platform, and All Other Appurtenances as Shown on Plans and as Described in Specifications for a Complete Operating System. Complete in place for Gold-Hudsed dollars and Zero cents per unit
5.	1	LS Justice Center Site work Including Concrete Paving, Fine Grading, and Seeding. Complete in place for
		Thirty Two Unius and Englith undollars and Zero cents \$32,800. \$32,800.
6.	100	Justice Center Site Chain Link Fence with 4 –Foot Width Manway Gate including Posts, Rails, & Pickets, Matching Existing Fence. Complete in place for
7.	1	Tookw Standby Diesel Generator at Justice Center as Specified in the Plans and Specifications, Complete in place for Two Headres Thirty Seven Manual Seven Hundred
		and <u>Zero</u> cents <u>\$237,700</u> \$337,700

CONSTRUCTION OF THE PERMANENT EMERGENCY GENERATORS TO SERVE GALVESTON COUNTY JAIL

8.	1	Justice Center Electrical System Installation for Standby Diesel Generator, Including Concrete Pads, 3,000 gal Fuel Tank (to be filled by contractor at completion of project), Generator Feeders, Automatic Transfer Switch, Raised Access Platform and All Other Appurtenances as Shown on Plans and as Described in Specifications for a Complete Operating System. Complete in place for Tublitudged Fifty Thousand Nacdollars and
9.	1	Central Plant Electrical System Including Automatic Transfer Switches(3), and All Other Appurtenances as Shown on Plans and as Described in Specifications for a Complete Operating System. Complete in place for Onching System South Security Second Booliars and Zero cents per unit \$107.94. \$107.94.
10.	1	Allowance for Relocation of existing Water Line as directed by owner Complete in place for Ten Thousand dollars and Zero cents \$ 10,000.00 \$ 10,000.00

CONSTRUCTION OF THE PERMANENT EMERGENCY GENERATORS TO SERVE GALVESTON COUNTY JAIL

11.	1	CA	Allowance for Relocation of existing Landscaping Irrigation system as directed by owner Complete in place for
			Five Thousand dollars \$ 5,000.00 \$ 5,000.00
			and Zero cents per unit
12.	1	CA	Allowance for Construction Permits required for completion of the project Complete in place for
			Fiveteen Hundred dollars
			and <u>Zero</u> cents <u>\$ 1,500.00</u> <u>\$ 1,500.00</u>
13.	1	CA	Allowance for Center Point Energy Terms & Condition Fee as required for completion of the project Complete in place for
			Fifty Thousanddollars
			and <u>Zero</u> cents \$ 50,000.00 \$ 50,000.00 per unit
14.	1	LS	Calibration, Short Circuit, and Relay Coordination Study for new equipment, as required by Plans & Specifications Complete in place for
			and Zero cents \$8,639,00 \$8,639,000 per unit

CONSTRUCTION OF THE PERMANENT EMERGENCY GENERATORS TO SERVE GALVESTON COUNTY JAIL

15.	10	EA	15 Gallon Crepe Myrtle, Minimum 8.5 Foot Height, 5.5 Foot Spread, 1.25 Inch Caliper, including 3 Foot Radius, 4 Inch thick Hardwood Mulch Bedding, Complete in place for Three-Hundred Seventeen dollars and
16.	20	Ea	10 Gallon Oleanders, Minimum 36 Inch Height, 36 Inch Spread including 3 Foot Radius, 4 Inch thick Hardwood Mulch Bedding, Complete in place for One Hundred Tuesday Fixe dollars
			and Schenty Frue cents \$ 12575 \$ 2515.00 per unit
17.	1	LS	Justice Center Sound Attenuated Enclosure in Per Specification, Complete in place for
			7ero dollars
			and Zero cents s - C - s - C -
18.	1	LS	Jail Sound Attenuated Enclosure in Per Specification, Complete in place for
			and <u>Zero</u> cents per unit \$O_ \$O_
*	Induda	1	in Generater Base coest per specs.

19.	1	CA	Allowance for Tracing Out, Verify, and Relocate Existing Electrical Conduit According to Special Instructions Item Number 10, Sheet 7 Complete in Place for Twenty Thousanddollars andzerocents per unit	\$ <u>20,000.00</u>	\$ <u>20,000.00</u>
SUBTOTAL B	ASE BID IT	TEMS		<u> </u>	8Xe. <u>∞</u>
ALTERNATE	BID ITEM	4S			
20.	1	LS	Justice Center Aluminum Sound Attenuated Enclosure in lieu of Regular Enclosure Per Specification(Bid Item 17), Complete in place for		
			and Zero cents	\$ <u>10,000,</u>	s 10,000
21. **	1	LS	1 2 Al air and Attenueted		
		•	Ten Thousand dollars and Zero cents	s <u>10,000.</u>	s 10,000.

CONSTRUCTION OF THE PERMANENT EMERGENCY GENERATORS TO SERVE GALVESTON COUNTY JAIL

IN GALVESTON COUNTY, TEXAS LJA JOB NO. 0384-9003H

TOTAL BASE BID ITEMS (Excluding Items 20 and 21)

TOTAL AMOUNT BID (Including Alternate Items 20 and 21 Excluding Items 17 and 18) \$1,491,806,°° \$1,511,806,°°

It is understood that in the event the successful bidder fails to enter into the Contract and to furnish a Performance Bond and Payment Bond in the amount of 100 percent of the Contract and for all parts of the work, as specified in the Instructions to Bidders, the Bidder will forfeit the Cashier's Check OR Bid Bond, as provided in the Contract Documents.

The undersigned proposes, if awarded the Contract, to begin work as stipulated in the written Notice to Proceed issued by the Engineer, and to substantially complete the work within 230 calendar days after the date the work commences and to complete the project within 240 calendar days after the date of work commences.

This bid proposal shall be considered part of the contract.

Crescent Cleatric

(Company Name – Bidder)

(Signature)

(Company Name – Bidder)

(Address)

(Address)

(City)

(County)

(City)

(City)

(County)

(City)

(County)

(City)

(City)

(County)

(City)

(City)

(County)

(City)

(County)

(City)

(City)

(County)

(City)

(City)

(County)

(City)

(County)

(City)

(City)

(City)

(County)

(City)

(City)

(County)

(City)

(City)

(County)

(City)

(City)

(City)

(County)

(City)

(City)

(City)

(City)

(County)

(City)

(City)

(City)

(County)

(City)

(County)

(City)

(City)

(City)

(County)

(City)

(City)

(City)

(County)

(City)

(City



BID PROPOSAL

			Date: June 4, 2013
Bid of _	Boy (Le	er, Inc. gal Name o	f Bidder – Company)
	[[] []]]	an individual proprietorship a corporation organized and existing under the laws of Texas a partnership consisting of
]]	a joint venture other
FOR:			CONSTRUCTION OF THE PERMANENT EMERGENCY GENERATORS TO SERVE GALVESTON COUNTY JAIL

IN GALVESTON COUNTY, TEXAS LJA JOB NO. 0384-9003H

TO:

GALVESTON COUNTY JAIL GENERATORS c/o Galveston County Purchasing Department 722 Moody(21st Steet) – Fifth (5th) Floor Galveston, Texas 77550

CONSTRUCTION OF THE PERMANENT EMERGENCY GENERATORS TO SERVE GALVESTON COUNTY JAIL

IN GALVESTON COUNTY, TEXAS LJA JOB NO. 0384-9003H

Gentlemen:

Pursuant to the foregoing Invitation and Instructions to Bidders, the undersigned bidder hereby proposes to do all the work for the unit prices bid to furnish all necessary superintendence, labor, machine, equipment, tools, materials, insurance and miscellaneous items, to complete all work according to the bids, as provided in the construction plan and contract documents for the construction of the Galveston County Justice Center Generators to serve the Galveston County Jail, and clean up the site to the satisfaction of the Owner/Engineer, and bind himself on acceptance of this proposal to execute a contract and bonds for completing said project within the time stated for the following prices, to wit:

BASE BID ITEMS

ITEM NO.	QTY.	UNIT	ITEM DESCRIPTION AND TOTAL WRITTEN UNIT PRICE	UNIT PRICE	AMOUNT
1.	1	LS	Jail Site work Including Concrete Paving, Fine Grading, and Seeding. Complete in place for		
			Fifty Five Thousand Three Hundred Ten_dollars		
			and Zero cents per unit	\$55,310.00	\$ 55,310.00
2.	200	LF	Jail Site Ornamental Metal Fence and 16 foot double Cantilevered Access Gate including Posts, Rails, & Pickets. Complete in place for		
			One Hundred Twenty Three dollars		
			and Zero cents per unit	\$ <u>123.00</u>	\$ 24,600.00
3.	1	LS	1,000kW Standby Diesel Generator at Jail as Specified in the Plans and Specifications, Complete in place for Two Hundred Eighty Thousand Three Hundred Thirty Fivedollars		
			and Zero cents per unit	\$ <u>280,335.0</u> 0	\$ 280,335.00

Page 2 of 9 ADDENDUM No2

CONSTRUCTION OF THE PERMANENT EMERGENCY GENERATORS TO SERVE GALVESTON COUNTY JAIL

4.	1	LS	Jail Electrical System Installation for Standby Diesel Generator, Including Concrete Pads, 6,000 gal Fuel Tank (to be filled by contractor at completion of project), Generator Feeders, Automatic Transfer Switch, Raised Access Platform, and All Other Appurtenances as Shown on Plans and as Described in Specifications for a Complete Operating System. Complete in place for Four Hundred Seventy One dollars Thousand Seveteen zero and cents per unit	\$ <u>471,017.00</u>	\$ <u>471,017.00</u>
5.	1	LS	Justice Center Site work Including Concrete Paving, Fine Grading, and Seeding. Complete in place for		
			Sixteen Thousand Forty Three dollars		
			and <u>zero</u> cents per unit	\$ <u>16,043.00</u>	\$ <u>16,043.00</u>
6.	100	LF	Justice Center Site Chain Link Fence with 4 –Foot Width Manway Gate including Posts, Rails, & Pickets, Matching Existing Fence. Complete in place for		
			Sixty Twodollars		
			and Zero cents per unit	\$ 62.00	\$_6,200.00
7.	1	LS	750kW Standby Diesel Generator at Justice Center as Specified in the Plans and Specifications, Complete in place for Two Hundred Thirty Nine Thousand Two Hundred Fifty Four dollars		
			and Zero cents per unit	\$ <u>239,254.0</u> 0	\$ 239,254.00

CONSTRUCTION OF THE PERMANENT EMERGENCY GENERATORS TO SERVE GALVESTON COUNTY JAIL

8.	1	LS	Justice Center Electrical System Installation for Standby Diesel Generate Including Concrete Pads, 3,000 gal Fue Tank (to be filled by contractor at completion of project), Generator Feede Automatic Transfer Switch, Raised Acce Platform and All Other Appurtenances a Shown on Plans and as Described in Specifications for a Complete Operating System. Complete in place for	ers, ess as
			Three Hundred Seventy Eight Thousand doll Thirty Nine and Zero cen per unit	\$ <u>378,039.00</u>
9.	1	LS	Central Plant Electrical System Includin Automatic Transfer Switches(3), and Al Other Appurtenances as Shown on Pla and as Described in Specifications for a Complete Operating System. Complete in place for	l ns
			Three Hundred One Thousand doll Three Hundred Fourteen and zero cer per unit	
10.	1	CA	Allowance for Relocation of existing Wa Line as directed by owner Complete in place for	ater
			Ten Thousand dollar	\$ 10,000,00 \$ 10,000,00
			and <u>Zero</u> cer per unit	nts

CONSTRUCTION OF THE PERMANENT EMERGENCY GENERATORS TO SERVE GALVESTON COUNTY JAIL

11.	1	CA	Allowance for Relocation of Landscaping Irrigation syste by owner Complete in place for	•		
			Five Thousand	dollars	\$ 5,000.00	\$5,000.00
			and Zero per unit	cents		
12.	1	CA	Allowance for Construction required for completion of the Complete in place for			
			Fiveteen Hundred	dollars		
			and Zero per unit	cents	\$_1,500.00	\$_1,500.00_
13.	1	CA	Allowance for Center Point & Condition Fee as required of the project Complete in place for	~ ·		
			Fifty Thousand	dollars		
			and Zero per unit	cents	\$ 50,000.00	\$_50,000.00
14.	1	LS	Calibration, Short Circuit, ar Coordination Study for new required by Plans & Specific Complete in place for Fourteen Thousand Five Hu Three and Zero	equipment, as cations	\$ <u>14,503.00</u>	\$ <u>14,503.00</u>

CONSTRUCTION OF THE PERMANENT EMERGENCY GENERATORS TO SERVE GALVESTON COUNTY JAIL

10	EA	15 Gallon Crepe Myrtle, Minimum 8.5 Foot		
		Height, 5.5 Foot Spread, 1.25 Inch Caliper, including 3 Foot Radius, 4 Inch thick Hardwood Mulch Bedding, Complete in place for One Hundred Thirty Eight dollars and Zero cents per unit	\$ <u>138.00</u>	\$ <u>1,380.00</u>
20	Еа	10 Gallon Oleanders, Minimum 36 Inch Height, 36 Inch Spread including 3 Foot Radius, 4 Inch thick Hardwood Mulch Bedding, Complete in place for One Hundred Twenty dollars		
		and Zero cents per unit	\$ <u>120.00</u>	\$ <u>2,400.00</u>
1	LS	Justice Center Sound Attenuated Enclosure in Per Specification, Complete in place for		
		Twenty Six Thousand Four Hundred dollars		
		and <u>zero</u> cents per unit	\$ <u>26,450.00</u>	\$_26,450.00
1	LS	Jail Sound Attenuated Enclosure in Per Specification, Complete in place for Twenty Six Thousand Four Hundred dollars Fifty and zero cents per unit	26 450 00	\$ 26,450.00
_	1	1 LS	Hardwood Mulch Bedding, Complete in place for One Hundred Thirty Eight dollars and Zero cents per unit 20 Ea 10 Gallon Oleanders, Minimum 36 Inch Height, 36 Inch Spread including 3 Foot Radius, 4 Inch thick Hardwood Mulch Bedding, Complete in place for One Hundred Twenty dollars and Zero cents per unit 1 LS Justice Center Sound Attenuated Enclosure in Per Specification, Complete in place for Twenty Six Thousand Four Hundred dollars Fifty and Zero cents per unit 1 LS Jail Sound Attenuated Enclosure in Per Specification, Complete in place for Twenty Six Thousand Four Hundred dollars Fifty 1 LS Jail Sound Attenuated Enclosure in Per Specification, Complete in place for Twenty Six Thousand Four Hundred dollars Fifty	Hardwood Mulch Bedding, Complete in place for One Hundred Thirty Eight dollars and Zero cents per unit 20 Ea 10 Gallon Oleanders, Minimum 36 Inch Height, 36 Inch Spread including 3 Foot Radius, 4 Inch thick Hardwood Mulch Bedding, Complete in place for One Hundred Twenty dollars and Zero cents \$ 120.00 1 LS Justice Center Sound Attenuated Enclosure in Per Specification, Complete in place for Twenty Six Thousand Four Hundred dollars Fifty and Zero cents per unit \$ 26,450.00 1 LS Jail Sound Attenuated Enclosure in Per Specification, Complete in place for Twenty Six Thousand Four Hundred dollars Fifty and Zero cents Fifty and Zero cents Fifty and Zero cents

19.	1	CA	Allowance for Tracing Out, Verify, and Relocate Existing Electrical Conduit According to Special Instructions Item Number 10, Sheet 7 Complete in Place for Twenty Thousand dollars and Zero cents per unit	\$ <u>20,000.00</u>	\$ 20,000.00
SUBTOTAL	BASE BID IT	TEMS		\$ <u>1,929,795</u>	.00
ALTERNA	TE BID ITEM	ns		W-1,	
20.	1	LS	Justice Center Aluminum Sound Attenuated Enclosure in lieu of Regular Enclosure Per Specification(Bid Item 17), Complete in place for		
			Thirty Seven Thousand Nine dollars Hundred Fifty and zero cents per unit	\$ <u>37,950.0</u> 0	\$ <u>37,950.0</u> 0
21.	1	LS	Jail Aluminum Sound Attenuated Enclosure in lieu of Regular Enclosure Per Specification(Bid Item 18), Complete in place for		
			Thirty Seven Thousand Nine dollars Hundred Fifty and zero cents per unit	\$ <u>37,950.00</u>	\$_37,950.00

Page 7 of 9 ADDENDUM No2

CONSTRUCTION OF THE PERMANENT EMERGENCY GENERATORS TO SERVE GALVESTON COUNTY JAIL

IN GALVESTON COUNTY, TEXAS LJA JOB NO. 0384-9003H

TOTAL BASE BID ITEMS
(Excluding Items 20 and 21)

TOTAL AMOUNT BID
(Including Alternate Items 20 and 21

Excluding Items 17 and 18)

\$ 1,929,795.00

\$ 1,952,795.00

It is understood that in the event the successful bidder fails to enter into the Contract and to furnish a Performance Bond and Payment Bond in the amount of 100 percent of the Contract and for all parts of the work, as specified in the Instructions to Bidders, the Bidder will forfeit the Cashier's Check OR Bid Bond, as provided in the Contract Documents.

The undersigned proposes, if awarded the Contract, to begin work as stipulated in the written Notice to Proceed issued by the Engineer, and to substantially complete the work within 230 calendar days after the date the work commences and to complete the project within 240 calendar days after the date of work commences.

This bid proposal shall be considered part of the contract.

Boyer, Inc. (Company Name - Bidder) (Signature) Mark L. Boyer 8904 Fairbanks N. Houston Rd. (Address) (Type Name) President Houston Harris (City) (County) (Title) 713 466-5395 (Attest) (Phone No.) 713 466-8198 (Seal, If Bidder is a Corporation) (Fax No.) mboyer@boyerinc.com

(E-mail Address)

BID PROPOSAL

			Date: 05/21/13
Bid of _			onald Electric, Inc. ne of Bidder – Company)
	[J	an individual proprietorship
	[X]	a corporation organized and existing under the laws ofTexas
	[]	a partnership consisting of
	[]	a joint venture
	[]	other
FOR:			
			CONSTRUCTION OF THE PERMANENT EMERGENCY GENERATORS

TO SERVE GALVESTON COUNTY JAIL IN

IN GALVESTON COUNTY, TEXAS LJA JOB NO. 0384-9003H

TO:

GALVESTON COUNTY JAIL GENERATORS c/o Galveston County Purchasing Department 722 Moody(21st Steet) – Fifth (5th) Floor Galveston, Texas 77550

BID PROPOSAL

			June 4, 2013 Date:
Bid of _			onald Electric, Inc. of Bidder – Company)
]	an individual proprietorship
			a corporation organized and existing under the laws of
	ſ	1	a partnership consisting of
	[]	a joint venture
	[]	other
FOR:			
			CONSTRUCTION OF THE

CONSTRUCTION OF THE
PERMANENT EMERGENCY GENERATORS
TO SERVE
GALVESTON COUNTY JAIL

IN GALVESTON COUNTY, TEXAS LJA JOB NO. 0384-9003H

TO:

GALVESTON COUNTY JAIL GENERATORS c/o Galveston County Purchasing Department 722 Moody(21st Steet) – Fifth (5th) Floor Galveston, Texas 77550

CONSTRUCTION OF THE PERMANENT EMERGENCY GENERATORS TO SERVE GALVESTON COUNTY JAIL

IN GALVESTON COUNTY, TEXAS LJA JOB NO. 0384-9003H

Gentlemen:

Pursuant to the foregoing Invitation and Instructions to Bidders, the undersigned bidder hereby proposes to do all the work for the unit prices bid to furnish all necessary superintendence, labor, machine, equipment, tools, materials, insurance and miscellaneous items, to complete all work according to the bids, as provided in the construction plan and contract documents for the construction of the Galveston County Justice Center Generators to serve the Galveston County Jail, and clean up the site to the satisfaction of the Owner/Engineer, and bind himself on acceptance of this proposal to execute a contract and bonds for completing said project within the time stated for the following prices, to wit:

BASE BID ITEMS

ITEM NO.	QTY.	UNIT	ITEM DESCRIPTION AND TOTAL WRITTEN UNIT PRICE	UNIT AMOUNT PRICE
1.	1	LS	Jail Site work Including Concrete Paving, Fine Grading, and Seeding. Complete in place for	
			Seventy Five Thousand dollars	
			and Zero cents per unit	\$ 75,000.00 \$ 75,000.00
2.	200	LF	Jail Site Ornamental Metal Fence and 16 foot double Cantilevered Access Gate including Posts, Rails, & Pickets. Complete in place for	
			Twenty Five dollars	
			and Zero cents	25.00 5,000.00 \$
3.	1	LS	1,000kW Standby Diesel Generator at Jail as Specified in the Plans and Specifications, Complete in place for	
			Two Hundred Thousand dollars	
			and Zero cents	\$ 200,000.00 \$ 200,000.00

CONSTRUCTION OF THE PERMANENT EMERGENCY GENERATORS TO SERVE GALVESTON COUNTY JAIL

4.	1	LS	Jail Electrical System Installation for Standby Diesel Generator, Including Concrete Pads, 6,000 gal Fuel Tank (to I filled by contractor at completion of project), Generator Feeders, Automatic Transfer Switch, Raised Access Platform and All Other Appurtenances as Shown of Plans and as Described in Specifications for a Complete Operating System. Complete in place for Four Hundred Twenty Thousast Nine Hundred and Zero cents per unit	n, on s	\$_	420,900.0)O \$_	420,900.00
5.	1	LS	Justice Center Site work Including Concrete Paving, Fine Grading, and Seeding. Complete in place for		-			
			Sixty Five Thousand dollar	rs				
	-		and Zero cents	S	\$_	55,000.00	\$_	65,000.00
6.	100	LF	Justice Center Site Chain Link Fence with 4 –Foot Width Manway Gate including Posts, Rails, & Pickets, Matching Existing Fence. Complete in place for					
			Ten dollar	rs				
			and Zero cents	6	\$	10.00	\$_	1,000.00
7.	1	LS	750kW Standby Diesel Generator at Justice Center as Specified in the Plans and Specifications, Complete in place for One Hundred Seventy Five dollar Thousand	rs				
			and Zero cents	; 	\$	175,000.0	O _{\$_}	175,000.00

CONSTRUCTION OF THE PERMANENT EMERGENCY GENERATORS TO SERVE GALVESTON COUNTY JAIL

IN GALVESTON COUNTY, TEXAS LJA JOB NO. 0384-9003H

8.	1	Justice Center Electrical System Installation for Standby Diesel Generator, Including Concrete Pads, 3,000 gal Fuel Tank (to be filled by contractor at completion of project), Generator Feeders, Automatic Transfer Switch, Raised Access Platform and All Other Appurtenances as Shown on Plans and as Described in Specifications for a Complete Operating System. Complete in place for Three Hundred Twenty Three Thousand Sixty Nine and Zero cents per unit John March 1988 323,069.00 \$ 323,069.00
9.	1	LS Central Plant Electrical System Including Automatic Transfer Switches(3), and All Other Appurtenances as Shown on Plans and as Described in Specifications for a Complete Operating System. Complete in place for
		One Hundred Ninety Thousand Collars and Zero cents per unit \$190,000.00 \$190,000.00
10.	1	CA Allowance for Relocation of existing Water Line as directed by owner Complete in place for

Page 4 of 9

CONSTRUCTION OF THE PERMANENT EMERGENCY GENERATORS TO SERVE GALVESTON COUNTY JAIL

11.	1	CA	Allowance for Relocation of existing Landscaping Irrigation system as directed by owner Complete in place for				
			Five Thousand dollars	\$_	5,000.00	\$_	5,000.00
			and Zero cents per unit		-		
12.	1	СA	Allowance for Construction Permits required for completion of the project Complete in place for				
			Fiveteen Hundred dollars				
	***************************************		and Zero cents per unit	\$_	1,500.00	\$_	1,500.00
13.	1	CA	Allowance for Center Point Energy Terms & Condition Fee as required for completion of the project Complete in place for				
			Fifty Thousand dollars				
			and <u>Zero</u> cents per unit	\$_	50,000.00	\$_	50,000.00
14.	1	LS	Calibration, Short Circuit, and Relay Coordination Study for new equipment, as required by Plans & Specifications Complete in place for				
			Three Thousanddollars and cents per unit	\$_	3,000.00	\$_	3,000.00

CONSTRUCTION OF THE PERMANENT EMERGENCY GENERATORS TO SERVE GALVESTON COUNTY JAIL

15.	10	EA	15 Gallon Crepe Myrtle, Minimum Height, 5.5 Foot Spread, 1.25 Inch including 3 Foot Radius, 4 Inch thic Hardwood Mulch Bedding, Comple place for One Hundred	Caliper, ck ete in dollars	\$_	100.00	\$	1,000.00
			andZero per unit	_ cents	_		-	
16.	20	Ea	10 Gallon Oleanders, Minimum 36 Height, 36 Inch Spread including 3 Radius, 4 Inch thick Hardwood Mu Bedding, Complete in place for One Hundred	Foot				
			and Zero per unit	_ cents	\$_	100.00	\$_	2,000.00
17.	1	LS	Justice Center Sound Attenuated Enclosure in Per Specification, Cor in place for	nplete				
			Fifteen Thousand	dollars				
			Zero andper unit	cents	\$_	15,000.00	O _{\$_}	15,000.00
18.	1	LS	Jail Sound Attenuated Enclosure in Specification, Complete in place for Twenty Thousand					
			and Zero per unit	cents	\$_	20,000.00	\$_	20,000.00

19.	1	CA	Allowance for Tracing Out, Verify, and Relocate Existing Electrical Conduit According to Special Instructions Item Number 10, Sheet 7 Complete in Place for Twenty Thousand dollars and Zero cents per unit	\$ <u>20,000.00</u> \$ <u>20,000.00</u>
SUBTOTAL BASE BID ITEMS				1,582,469.00
ALTERNATE	BID ITEMS	8		
20.	1	LS	Justice Center Aluminum Sound Attenuated Enclosure in lieu of Regular Enclosure Per Specification(Bid Item 17), Complete in place for Twenty Seven Thousand	
			and Zero cents	\$ <u>27,000.00</u> <u>\$ 27,000.00</u>
21.	1 LS		Jail Aluminum Sound Attenuated Enclosure in lieu of Regular Enclosure Per Specification(Bid Item 18), Complete in place for	
			Thirty Two Thousand dollars	nn 000 00 nn 000 00
			and Zero cents	\$_32,000.00 \$_32,000.00

per unit

CONSTRUCTION OF THE PERMANENT EMERGENCY GENERATORS TO SERVE GALVESTON COUNTY JAIL

IN GALVESTON COUNTY, TEXAS LJA JOB NO. 0384-9003H

TOTAL BA	SE BID	ITEMS
(Excluding	Items 2	0 and 21)

TOTAL AMOUNT BID (Including Alternate Items 20 and 21 Excluding Items 17 and 18) s 1,582,469.00

1,606,469.00

It is understood that in the event the successful bidder fails to enter into the Contract and to furnish a Performance Bond and Payment Bond in the amount of 100 percent of the Contract and for all parts of the work, as specified in the Instructions to Bidders, the Bidder will forfeit the Cashier's Check OR Bid Bond, as provided in the Contract Documents.

The undersigned proposes, if awarded the Contract, to begin work as stipulated in the written Notice to Proceed issued by the Engineer, and to substantially complete the work within 230 calendar days after the date the work commences and to complete the project within 240 calendar days after the date of work commences.

This bid proposal shall be considered part of the contract. C. F. McDonald Electric, Inc. (Signature) (Company Name - Bidder) Wayne Berkenmeier 5044 Timber Creek (Type Name) (Address) Vice President Special Projects TX 77017 Houston Harris (Title) (City) (County) (Zip) 713-921-1368 (Attest) (Phone No.) 713-921-5109 (Seal, If Bidder is a Corporation) (Fax No.) wayneb@mcdonaldinc.com (E-mail Address)

AGENDA ITEM #38.a.

Boemer, Bob

From: Harding.Layne

Sent: Tuesday, July 30, 2013 4:23 PM
To: O'Brien, Kevin; Boemer, Bob
Cc: Fitzgerald, Mike; Altamirano, Rudy

Subject: FW: Algoa Friendswood Road Speed Limit Increase

Gentlemen,

Received Mr. Brian Moore's request for public hearing in CC this afternoon in relation to the proposed raising of speed limit on Algoa Friendswood Rd from 30mph to 45mph. Tomorrow would be the 7th day of the sign posting for request of public hearing in CC.

Thanks.

fayne Harding

Road Administrator County of Galveston office: 281-534-4152 fax: 409-766-4552

layne.harding@co.galveston.tx.us

From: Moore, Brian [mailto:brian.moore@exxonmobil.com]

Sent: Tuesday, July 30, 2013 3:57 PM

To: Harding.Layne

Subject: Algoa Friendswood Road Speed Limit Increase

Hello Layne,

Thanks for talking with me today, about the process of adding the speed limit increase issue on Algoa Friendswood Road to the Commissioners Court meeting agenda. Could you please add this topic to the next available Commissioners Court meeting agenda? I appreciate your assistance with this.

I believe a 45 mph speed limit is too high for this residential country road. Especially the section between Highway 6 and McKay road, where there are at least 15 residential driveways in this little over half a mile span. The section between McKay Road and FM 517 is less populated, and could possibly support a speed limit greater than 30 mph. But I believe 45 mph is too fast.

Since the road was upgraded to a concrete base, it has seen a substantial increase in traffic, especially commercial dump trucks and garbage trucks. A higher speed limit will result in even more traffic. The road has no shoulder, which gives drivers little room to maneuver to avoid children in the street, livestock/wild animals, or residents pulling out of their driveway. I have not spoken to any residents who support raising the speed limit to 45 mph. I'm sure people and commercial drivers who use this road as a cross-over from/to Hwy 6 and FM 517 would like the speed limit raised. As would anyone who has received a ticket on the road, as you mentioned.

I'm not sure how much influence any of this will have in the final decision. I honestly do not believe the increased speed limit would be safe for the people who live on Algoa Friendswood Road. If the decision to raise the speed limit has already been made, and there is no chance to reverse it, is it possible that an alternative recommendation would be considered? For example, 35 mph from Hwy 6 to McKay Road, and 40 mph from McKay Road to FM 517?

. 4.

Any advice you could give me on how to prepare for the Commissioners Meeting would be appreciated.

Thank you for your help with this issue Layne, and please let me know the timing of the meeting scheduled with this agenda item.

Brian Moore Turnaround Manager Baytown Refinery

Mobile: 281-309-4452 Office: 281-834-4031

ExxonMobil

Refining & Supply

AGENDA ITEM #39.a.1.



Cheryl E. Johnson, RTA

Assessor and Collector of Taxes Galveston County

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us



June 20, 2013

Mark Henry Galveston County Judge 722 Moody Galveston, Texas 77550

RE: Request for waiver/refund of penalty & interest Chavarria, Manuel IV 3510-0110-3014-001

Dear Judge Henry:

Mr. Chavarria, grandson, is requesting relief of the penalties and interest due to the death of his grandparents who died without a will. Mr. Chavarria is working on gaining ownership of the property.

This delinquency was not caused by an act or omission of an officer, employee or agent of the Tax Office or Central Appraisal District.

There are no provisions in the Tax Code to address this issue.

Account No.	Year	Refund	Waiver
3510-0110-3014-001	2007		\$ 404.86
	2008		589.86
	2009		822.66
	2010		817.68
	2011		446.19
	2012		214.40

Sincerely,

Cheryl E. Johnson

MANNE M. CHAVARRIA IV. 3728 AVE R GALVESTUN, T4. 77550 ACC# 3570-0110-3014-0001

Judge HENRY, I Am kindley Requisting to go before the commissioners Count As Refered by Linebarger GogsANBlain a SAMPSON, LLP. to discuss my unique cineumstances regularding my Grandparents Home. My Grandmother died IN 2006. My GRANIPARENTS Examption was still king used by Another Relitive who is now passed. My Grandparents died without A will And the house And LANCES AM Still coming in then NAMES PAULA MANUEL CHAUARICA JR. My Aunt Who was Still Residing in the house After their death has since been moved out Almist 2 YEARS. I AM CURRENTLY working ON AN AFF-Adavit OF burenship to gain ownership of the house I didn't no the Exemption was being used and last year I got A lother About the property layes. The Jayes went thin 480.00 being over to 7,000; wennite As the tax Accessor took Away the Exemption From 2007-2011. I understand About the Exemption but Am Doping you could here my CASE AS to look for Pelici on Penalties And Intrust. It is A unique cincumstance And would just simply like to get my Chance to Explain my CURRENT Silvation. Thank you beny Much, plant M. Chavan I

YEAR = 2011, LIEN TYPE = MOBILE HOME, OWNER NAME = CHAVARRIA MANUEL JR & PAULA, FIDO NAME = MOBILE HOMES LIEN Print Window Close Window



Mark Henry

County Judge County of Galveston

Galveston County Courthouse 722 Moody Avenue, Galveston, Texas 77550

Roxann Lewis Executive Assistant

July 1, 2013

Manuel Chavarria, IV 3728 Avenue R Galveston, Texas 77550

Re:

Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No. 3510-0110-3014-001.

Dear Mr. Chavarria:

Our office has received your request on the above referenced matter. Your request will be brought before the Commissioners Court of Galveston. If you wish to address the Commissioners on this matter, you must appear and sign in with the County Clerk prior to the start of the meeting.

Your request will be placed on the Commissioners Court agenda for August 6, 2013. Court begins at 1:30 p.m. at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas.

Please get there early to sign in with the County Clerk so that you may address Commissioners Court. Please feel free to contact our office should you have any questions.

Please note that from time to time, there are changes in Commissioners Court meeting dates and/or times. Upon receipt of this letter, please contact the number below to provide additional contacts such as phone number and/or e-mail address, in the event that such changes should occur. Our office may contact you to advise, if necessary.

Thank you in advance for your cooperation in this matter.

may your

Sincerely,

Mark Henry

MH/dgm

AGENDA ITEM #39.a.2.



Cheryl E. Johnson, RTA

Assessor and Collector of Taxes Galveston County

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us



June 20, 2013

Mark Henry, Galveston County Judge 722 Moody Galveston, Texas 77550

RE: Request for refund of penalty & interest 5859-0000-0080-000 Lewis, Regina

Dear Judge Henry:

Texas Property Tax Code Section 1.08, <u>Timeliness of Action by Mail</u>, states "when a property owner is required by this title to make a payment or to file or deliver a report, application, statement, or other documentation or paper before a specified date, his action is timely if:

- 1. It is sent by regular first-class mail, properly addressed with postage prepaid; and
- 2. It bears a post office cancellation mark of a date earlier than the specified date and within the specified period of the property owner furnishes satisfactory proof that it was deposited in the mail before the specified date and within the specified period."

The customer is requesting a refund of the penalties and interest. The customer states she mailed her payment in November but that it was not posted until December 12, 2012. The envelope shows a postmark date of December 10, 2012.

<u>Account Numbers</u> <u>Year</u> <u>Refund</u> 5859-0000-0080-000 2012 \$767.30

Sincerely,

Cheryl E. Johnson

*



May 15, 2013

RE: 4238 Pelican Lane, Galveston, TX 77554 Tax acct # 5859-0000-0080-000 GALVESTON COUNTY JUDGE

Your Honor:

For tax year 2011, I split my property tax payment into two equal payments without a problem. In 2012 I wanted to do the same. I mailed a check in November for half the taxes due and another check in April for the remainder. In January of 2013 I started to receive letters from organizations wanting to help me with my delinquent tax account, so I called the Tax Assessor to make sure that the partial payment had been received. The woman assured me that it had and that my next payment was due the end of April. Today I received a tax bill from the tax assessor for \$767.30, so I called and the woman who answered told me that the first payment had not been posted until Dec 12, 2012 and that it was due by Nov 30th so that penalties and interest had accrued to this point. I asked why I hadn't been told that in January, as I would have paid in full then. She apologized and suggested that I write a letter to you for a waiver for the penalty and interest charged to the account to this point. I respectfully request that waiver as it was my intention to pay without any penalties and interest.

Thank you,

Regina Lewis

X

3

FROM

REGINA LEWIS, D.D.S. 11455 Fallbrook Drive Suite 202 Houston, TX 77065

(281) 890-7475

IMPORTANT! REPLY MAIL

STATE STORE THE THE

20 DEC 2012 PM 5

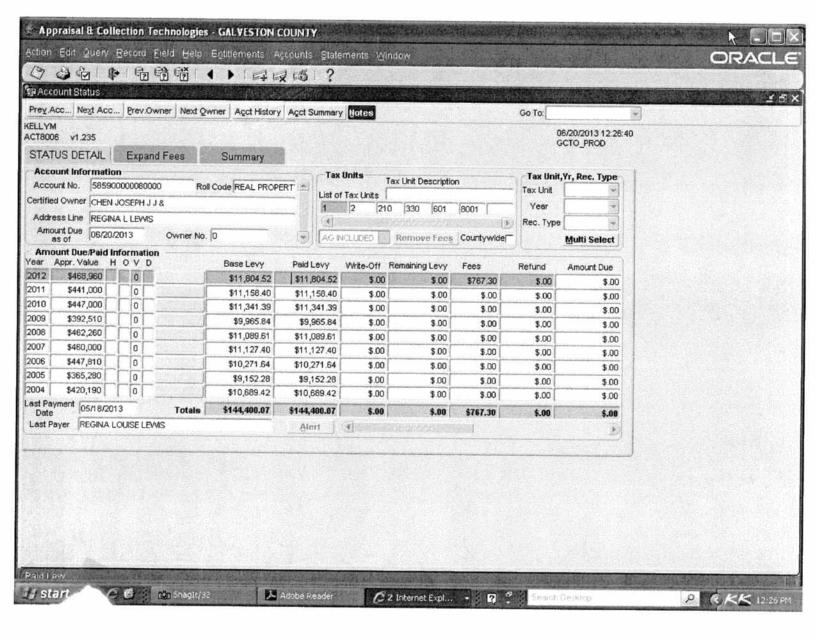


CHERYL E JOHNSON ASSESSOR AND COLLECTOR OF TAXES PO BOX 1169 GALVESTON TX 77533-1169

77553116969

Jayment electronically presented to BCTO acct.
12/12/12
cej

Hardenbladden Ham Halbadahadladdan H





Mark Henry

County Judge County of Galveston

Galveston County Courthouse 722 Moody Avenue, Galveston, Texas 77550

Roxann Lewis Executive Assistant

July 1, 2013

Regina Lewis 2121 Albans Houston, Texas 77005

Re:

Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges

on Account No. 5859-0000-0080-000.

Dear Ms. Lewis:

Our office has received your request on the above referenced matter. Your request will be brought before the Commissioners Court of Galveston. If you wish to address the Commissioners on this matter, you must appear and sign in with the County Clerk prior to the start of the meeting.

Your request will be placed on the Commissioners Court agenda for August 6, 2013. Court begins at 1:30 p.m. at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas.

Please get there early to sign in with the County Clerk so that you may address Commissioners Court. Please feel free to contact our office should you have any questions.

Please note that from time to time, there are changes in Commissioners Court meeting dates and/or times. Upon receipt of this letter, please contact the number below to provide additional contacts such as phone number and/or e-mail address, in the event that such changes should occur. Our office may contact you to advise, if necessary.

Thank you in advance for your cooperation in this matter.

Sincerely,

Mark Henry

County yould

MH/dgm

AGENDA ITEM #39.a.3.



Cheryl E. Johnson, RTA

Assessor and Collector of Taxes Galveston County

Galveston County Courthouse 722 Moody Avenue, Galveston, Texas 77550 Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277 Cheryl.E.Johnson@co.galveston.tx.us



June 17, 2013

Mark Henry Galveston County Judge 722 Moody Galveston, Texas 77550

RE: Request for Refund or Waiver of Penalty & Interest 2367-0002-0056-000

Ronald Brown

Dear Judge Henry:

Mr. Brown is requesting a waiver or refund of penalty and interest on the account number referenced above. The initial payment written amount was different than the numerical amount. The clerk posted the payment as per policy and a receipt was issued showing a remaining balance due.

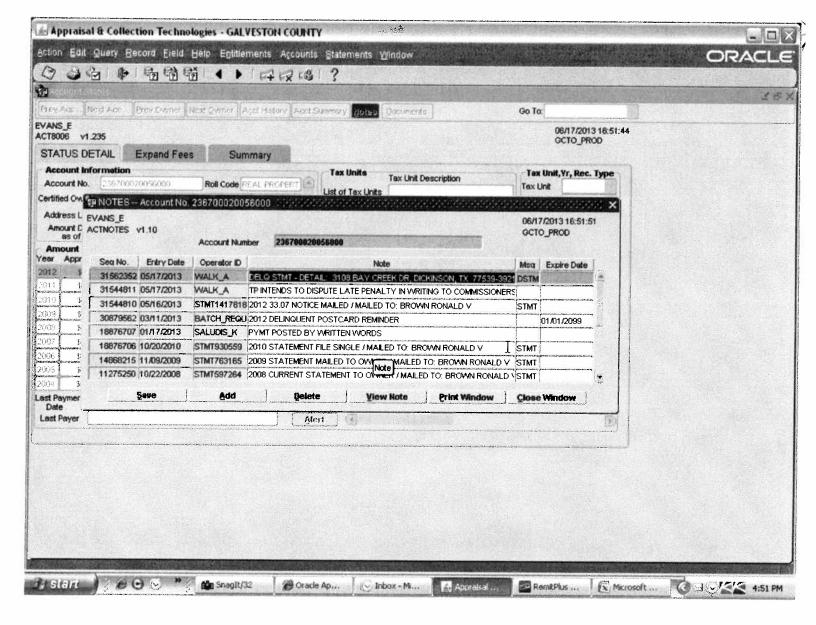
Texas Property Tax Code Section 31.06, Medium of Payment, states the following:

(d) If a check or money order accepted in payment of taxes or the invoice for a payment of taxes by credit card is not duly paid or honored, the amount of any charge against the taxing unit for processing the check, order, or credit card invoice is added to the amount of tax due in the same manner as penalties and interest are added for taxes that are delinquent. The tax lien on the property also secures payment of the amount of the charge.

Amount of Waiver/Refund Requested: \$13.24 (Waiver)

Sincerely,

Cheryl E. Johnson



X

DECEIVED

MAY 2 3 2013

GALVESTON COUNTY JUDGE

Galveston County Commissioner's Court 722 Moody Ave. Galveston, Texas 77550 Reference: Account # 2367-0002-0056-000

Attn: Commissioner's Court

Dear Sir.

In regards to tax office account # 2367-0002-0056-0000, I am contesting and requesting all late fees or penalties incurred due to delinquent payment of this account be waived. I am making my petition based on the fact that it was my misunderstanding the outstanding balance (\$100) associated with 2012 taxes was a posting error by the Galveston County Assessor Office. I actually mailed a check for the 2012 taxes in late December. The error was a difference in the actual value (\$3182.52) and the written amount (\$3082.52) on my personal check. I was not aware of the error initially until I noticed a difference on my January bank statement and initially thought the tax assessor's office or bank had made the error. I received a receipt (see enclosure) from the tax assessor's office in late January showing the \$100 difference in payment but there was no explanation, so I assumed the amount was again a posting error on the assessor's office or bank's part. I did receive a yellow card notifying me of a possible posting error but when I called the property tax office no one answered but I did leave a message with a call back #. It wasn't until I received the correspondence this month from the property office that I realized there was a discrepancy between the \$ amount and the written amount on my check.

I have lived in Galveston County since 1985 and have never been late on paying my property taxes. I take responsibility for not filling out my check correctly but I also think the County Assessor's did not do an adequate job of notifying me of the discrepancy with the check. None of the correspondence I received in the mail would have led me to believe the mistake was on my part; otherwise I would have acted sooner.

Once I realized the discrepancy with the check, I paid the \$100 difference. Now I am requesting the penalty/late fees (\sim \$13) be waived for this account.

Sincerely,

Ronald V. Brown 3108 Bay Creek Drive Dickinson, Texas 77539

TAX RECEIPT



CHERYL E. JOHNSON, RTA TAX ASSESSOR-COLLECTOR 722 Moody Galveston, TX 77550

Certified Owner:

BROWN RONALD V 3108 BAY CREEK DR DICKINSON, TX 77539-3921 Legal Description:

ABST 19 PERRY & AUSTIN BLK 2 LOT 56 CENTERFIELD IN BAY COLONY S/D

Parcel Address: 3108 BAY CREEK DR

Legal Acres: 0.1720

Remit Seq No: 22424250 Receipt Date: 12/31.2012 Deposit Date: 61-17/2613 Print Date: 01.17.2013 Printed By: SALUDIS_K

Deposit No: Validation No: 78201172613P 900000027157314

Account No:

2367-0002-0056-000

Operator Code:

SALUDIS K

Year Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Coll Fee Paid	Fotal
2012 Galveston Co	99,488	0.599915	578 09	() ()()	•	
2012 Road & Flood	96,488	0.008855	8 2 7	0.00	0,00	578 ()9
2012 Dickinson Isd	109,360	1.540000	1,631.22	() ()t)	0.00	8 27 1,631 22
2012 League Cny 2012 Mainland Coll	111.924	0.597000	647 19	1),00	u (n)	647 19
· · · · · · · · · · · · · · · · · · ·	99,488	0.225970	217.75	t) (H)	(1-()()	217.75
			\$3,082,52	80,00	\$0.00	\$3,082,52

Check Sumber(s):

.1413

PAYMENT TYPE: PARTLAL PAYMENT

Checks:

\$3.080.32

Exemptions on this property:

HOMESTEAD

Total Applied: Total Tendered:

\$3 (82.52

(for accounts paid on 12.31-2012) Change Paid:

\$3,082.52 800 0

REMAINING BALANCE

PALER

BROWN RONALD V 3108 BAY CREEK DR DICKINSON, IN 77539-3921



Ooops!



Our records indicate that there may be an outstanding balance on the property tax account(s) listed on the front of this card. It is also possible to a posting error occurred, particularly if you were taking advantage of a special payment option. Please contact us at your earliest convenience so to we may correct our records or provide assistance with account concerns Account information is available online at www.galcotax.com. Thank yo

Property Tax Department: 1-409-766-2481 or Toll Free 1-877-766-228

0 0 0

Nuestros registros indican que puede haber un saldo en la cuenta o cuent de impuestos sobre la propiedad indicada en la parte frontal de esta tarjet También es posible que un error de publicación se produjo, sobre todo si estaban aprovechando de una opción de pago especial. Por favor póngase contacto con nosotros lo antes posible para que podamos corregir nuestro archivos o prestar asistencia a las preocupaciones de su cuenta. También puede encontrar información sobre su cuenta en la linea www.galcotax.co. Gracias!

Departamento de Impuestos: 1-409-766-2481 o número gratuito: 1-877-766-22



Cheryl E. Johnson **Assessor and Collector of Taxes**

Galveston County Courthouse, 722 Moody, Galveston, Texas 77550 (409) 766-2481 · 1-877-766-2284 · Fax (409) 766-2479 galcotax@co.galveston.us 05/07/2013

BROWN RONALD V 3108 BAY CREEK DR DICKINSON TX 77539-3921 Tax Office Acct #: 2367-0002-0056-000 GCAD Acct #: R296813 Property Address: 3108 BAY CREEK DR Property Description: ABST 19 PERRY & AUSTIN BLK 2 LOT 56 CENTERFIELD IN BAY COLONY S/D

Dear Property Owner:

According to our records, property taxes remain unpaid for 2012 on the account indicated above. Unpaid taxes for any additional years are included in the amounts due shown below. Section 33.04 of the Texas Property Tax Code requires that a notice be sent to all delinquent taxpayers. Section 33.01 of the Tax Code provides for a late penalty in the amount of 6% the first month and an additional 1% per month on unpaid balances through June. Taxes unpaid July 1st incur a total penalty of 12% without regard to the number of months the tax has remained unpaid. As a result of accrued penalties and interest, the following amounts are due if paid the month indicated below:

If paid in May: \$113.01

If paid in June: \$115.00 If paid in July: \$141.62

Payments may be made by check or money order payable to GCTO (Galveston County Tax Office) and mailed in the enclosed self-addressed envelope. You may also pay in person at one of our offices shown below, Monday through Friday 8:00 am to 5:00 pm. Installment payment contracts are available at our Galveston office or by contacting the entities' delinquent tax firm.

Galveston Courthouse, 722 Moody, Galveston West County Annex, 11730 Highway 6, Santa Fe Texas City Annex, 2516 Texas Avenue, Texas City North County Annex, 174 Calder Drive, League City

We are required by Section 33.07 of the Texas Property Tax Code to provide notification at least 30 and not more than 60 days before July 1st that the governmental entities for which we work have contracted with a law firm to collect unpaid or delinquent taxes on their behalf. Please be aware that these firms collect an additional fee which may not exceed 20% of the amount of unpaid tax, penalty, and interest due after July 1st to defray the cost of collection.

NOTICE TO TAXPAYER AGE 65 OR OLDER If this is your homestead and you are sixty-five (65) or older and have applied to have the collections of taxes on your homestead deferred, this penalty will be imposed only if the taxes for which the collection is deferred remain delinquent on or after the 181st day after the date the deferral period expires.

Should your records differ from ours, please call or come by our office so that we may resolve the discrepancy.

PAY ONLINE AT www.galcotax.com

FOR MORE EFFICIENT PROCESSING, PLEASE DETACH & RETURN THIS PORTION WITH YOUR PAYMENT.

Make checks payable to GCTO using black or blue ink. Credit card checks not accepted. A \$25 fee will be charged for all returned checks

ACCOUNT#: 2367-0002-0056-000

BROWN RONALD V 3108 BAY CREEK DR DICKINSON TX 77539-3921

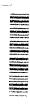
CAD ID: R296813

PROPERTY ADDRESS: 3108 BAY CREEK DR

77539

Amount due if paid in May \$113.01 Amount due if paid in June \$115.00 Amount due if paid in July \$141.62

Please include CAD ID # on check





Mark Henry

County Judge County of Galveston

Galveston County Courthouse 722 Moody Avenue, Galveston, Texas 77550

Roxann Lewis Executive Assistant

July 1, 2013

Ronald Brown 3108 Bay Creek Drive Dickinson, Texas 77539

Re:

Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges

on Account No. 2367-0002-0056-000.

Dear Mr. Brown:

Our office has received your request on the above referenced matter. Your request will be brought before the Commissioners Court of Galveston. If you wish to address the Commissioners on this matter, you must appear and sign in with the County Clerk prior to the start of the meeting.

Your request will be placed on the Commissioners Court agenda for August 6, 2013. Court begins at 1:30 p.m. at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas.

Please get there early to sign in with the County Clerk so that you may address Commissioners Court. Please feel free to contact our office should you have any questions.

Please note that from time to time, there are changes in Commissioners Court meeting dates and/or times. Upon receipt of this letter, please contact the number below to provide additional contacts such as phone number and/or e-mail address, in the event that such changes should occur. Our office may contact you to advise, if necessary.

Thank you in advance for your cooperation in this matter.

Sincerely,

Mark Henry

Cury your

MH/dgm

AGENDA ITEM #39.a.4.



Cheryl E. Johnson, RTA

Assessor and Collector of Taxes Galveston County

Galveston County Courthouse 722 Moody Avenue, Galveston, Texas 77550 Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277 Cheryl.E.Johnson@co.galveston.tx.us



June 18, 2013

Mark Henry Galveston County Judge 722 Moody Galveston, Texas 77550

RE: Request for Waiver or Refund of Penalty & Interest 7145-0000-0068-000 Smith, Kathleen

Dear Judge Henry:

Ms. Smith states she paid the first and second quarter of her taxes and awaited the coupons for the last two payments. She states she did not receive the quarter coupons notifying her of the quarter due dates. Our records indicate the quarter pay coupons were not mailed, however the tax statements note the delinquency dates for that payment option.

There are no provisions in the Tax Code to address this issue.

This delinquency was not caused by an act or omission of an officer, employee or agent of the Tax Office or Central Appraisal District.

Years Waiver/Refund 2011 \$320.87 (Waiver)

Sincerely,

Cheryl E. Johnson, RTA

October 31, 2012. Hear Sm. Il came in January 2012 to pay my prajectly takes infull, but at the time of payment was offered an optional pay plan. I was allowed to pay quarterly with no interest ! close to pay fall the amount at the time. I asked that would be recurring notice of when the next payments were due. I did not recouré any further notices notifying me of the solution is did. roccine a receipt for the initial payment of #3,150, and a notice to contact de office due to some confusion with posturg,,

Flease consider my request de based on the circumstances mentioned alive to wave mentioned alive to wave the late peralty for the remainder of the tayes due remainder of the tayes due on the account 71450000068000.

Los factfully)

Day Smill

402 ISLES END RD

TIKI ISLAND, TX 77354

713-530-9195

2011 TAX STATEMENT

CHERYL E. JOHNSON, RTA TAX ASSESSOR-COLLECTOR

722 Moody

Certified Owner:

SMITH KATHLEEN A 402 ISLES END DR

GALVESTON, TX 77554-6148

Galveston, TX 17550

Legal Description:

ABST 7 PAGE 16 LOT 68 TIKI ISLAND SEC 10

Account No: 7145-0000-0068-000

Appr. Dist. No.: R144258

Legal Acres: .1280

Parcel Address:402 ISLES END RD

12				Print Date: 01	/31/201	12	
Value	Appraised	Assessed	Capped	Homesite		'	Non-Qualifying Value
Improvement	Value	Value	Value	Value	IVIA		VALUE
\$154,690	\$219,310	\$219,310	\$0	\$219,310		\$0	\$
	Assessed	Exemp	tions	Taxab	le	Tax	Tax
V		Code	Amou	int Value	Value		
	\$219.310		S	0.00 \$21	9,310	0.6129450	\$1,344.25
İ			S	0.00 \$21	9,310	0.0088550	\$19.42
ļ			s	0.00 \$21	9,310	1.5400000	\$3,377.37
	*		\$	0.00 \$21	9,310	0.2381740	\$522.34
	' '		s	0.00 \$21	9,310	0.2320200	\$508.84
	\$219,310		\$	0.00 \$21	9,310	0.2287420	\$501.65
	Improvement \$154,690	Nation Appraised Value	Nation	Nation	Name	Type Appraised Value Value Value Value Value Value Marcon	Name

Exemptions:

AMOUNT DUE IF PAID BY THE END OF:

\$6,273.87 Total Tax: \$0.00 Total Tax Paid to date: \$6,273.87 Total Tax Remaining:

MAY 2012 13% JUN 2012 15%

JAN 2012 0%	FEB 2012 /76	17274R 2U12 370	/		
\$6,273.87	\$6,713.05	\$6,838.52	\$6,964.00	\$7,089.46	\$7,214.96
	OF AGE OR OLDER OR A	RE DISABLED AND THE	PROPERTY DESCRIBED	IN THIS DOCUMENT IS	YOUR RESIDENCE

APR 2017 11%

HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES.

School Information:

2011 M&O 1.0400000 I&S .50000000 Total 1.5400000 2010 M&O 1.0400000 I&S .46000000 Total 1.50000000 HITCHCOCK ISD

.....S.



Mark Henry

County Judge County of Galveston

Galveston County Courthouse 722 Moody Avenue, Galveston, Texas 77550

Roxann Lewis Executive Assistant

July 1, 2013

Kathleen Smith 402 Isles End Dr. Galveston, Texas 77554-6148

Re:

Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges

on Account No. 7145-0000-0068-000.

Dear Mrs. Smith:

Our office has received your request on the above referenced matter. Your request will be brought before the Commissioners Court of Galveston. If you wish to address the Commissioners on this matter, you must appear and sign in with the County Clerk prior to the start of the meeting.

Your request will be placed on the Commissioners Court agenda for August 6, 2013. Court begins at 1:30 p.m. at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas.

Please get there early to sign in with the County Clerk so that you may address Commissioners Court. Please feel free to contact our office should you have any questions.

Please note that from time to time, there are changes in Commissioners Court meeting dates and/or times. Upon receipt of this letter, please contact the number below to provide additional contacts such as phone number and/or e-mail address, in the event that such changes should occur. Our office may contact you to advise, if necessary.

Thank you in advance for your cooperation in this matter.

Sincerely,

Mark Henry

may from

MH/dgm

AGENDA ITEM #39.a.5.



Cheryl E. Johnson, RTA

Assessor and Collector of Taxes Galveston County

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us



June 17, 2013

Mark Henry, Galveston County Judge 722 Moody Galveston, Texas 77550

RE: Request for waiver of penalty & interest Account: 8400-0162-0093-005 Gustafson, Suzanne

Dear Judge Henry:

Ms. Gustafson is requesting waiver of penalty and interest for the year 2011. The automatic payments she set up with her bank were incorrect on two installments resulting in penalties and interest accruing.

Texas Property Tax Code Section 1.08, <u>Timeliness of Action by Mail</u>, states "when a property owner is required by this title to make a payment or to file or deliver a report, application, statement, or other documentation or paper before a specified date, his action is timely if:

- 1. It is sent by regular first-class mail, properly addressed with postage prepaid; and
- 2. It bears a post office cancellation mark of a date earlier than the specified date and within the specified period of the property owner furnishes satisfactory proof that it was deposited in the mail before the specified date and within the specified period."

Account Numbers	Year	Waiver
8400-0162-0093-005	2011	\$ 9.47

Sincerely,

Cheryl E. Johnson, RTA

Evans, Erma

From:

Crider, Rachael

Sent:

Monday, May 20, 2013 3:13 PM

To:

Evans, Erma

Subject:

FW: late fee for 2011

This is a P&I case. She was late on 2 quarters for 2011 but the deputy gave her the total with fees for one quarter leaving a balance due.

From: suzanne gustafson [mailto:suzanne p10@yahoo.com]

Sent: Monday, May 20, 2013 3:07 PM

To: Crider, Rachael **Subject:** late fee for 2011

As per telephone conversation w/ Rachael today, I am contesting the fact that you say I owe this charge of \$9.00? This happened because I put the wrong send out date when I did the quarterly set-up for payment from my bank.

I talked to someone, and they told me to pay 108.66 plus late charge = \$117.00, 3rd qtr late fee and I did via credit card of which "you charged 2.92 extra" for using the card.

I was evidently given the wrong info, because I pay my bills faithfully, and it has been only mistakes on my part with my setting up payment from my bank. I changed from Bank of America to Amaco, and setting up accounts were different with Amaco.

TIMES ARE TOUGH, and prices have increased on everything. The only thing that hasn't increased is my retirement income! I barely and sometimes CAN NOT live with in my income.

I am requesting that you do not charge me this fee. Please?

Best regards

Suzanne Gustafson M431544

RECEIVED

MAY 20 2013

COLLECTIONS



Mark Henry

County Judge County of Galveston

Galveston County Courthouse 722 Moody Avenue, Galveston, Texas 77550

Roxann Lewis Executive Assistant

July 3, 2013

Suzanne Gustafson 5100 Barbados Calle-Dickinson, Texas 77539

Re:

Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges

on Account No. 8400-0162-0093-005.

Dear Ms. Gustafson:

Our office has received your request on the above referenced matter. Your request will be brought before the Commissioners Court of Galveston. If you wish to address the Commissioners on this matter, you must appear and sign in with the County Clerk prior to the start of the meeting.

Your request will be placed on the Commissioners Court agenda for August 6, 2013. Court begins at 1:30 p.m. at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas.

Please get there early to sign in with the County Clerk so that you may address Commissioners Court. Please feel free to contact our office should you have any questions.

Please note that from time to time, there are changes in Commissioners Court meeting dates and/or times. Upon receipt of this letter, please contact the number below to provide additional contacts such as phone number and/or e-mail address, in the event that such changes should occur. Our office may contact you to advise, if necessary.

Thank you in advance for your cooperation in this matter.

Sincerely,

Mark Henry

man long

MH/dgm

AGENDA ITEM #39.a.6.



Cheryl E. Johnson, RTA

Assessor and Collector of Taxes Galveston County

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us



July 1, 2013

Mark Henry Galveston County Judge 722 Moody Galveston, Texas 77550

RE: Request for Refund of Penalty & Interest 5867-0005-0005-000 Susan E. Anderson

Dear Judge Henry:

Mrs. Anderson states bills were sent to property situs address, which USPS does not deliver to (Pirates Cove). Owner is requesting a refund of penalty and interest for 2010 and 2011 as statements were mailed to address listed on the deed.

According to the Texas Property Tax Code Section 31.01(g) "...failure to send or receive the tax bill required by this section does not affect the validity of the tax, penalty, or interest, the due date, the existence of a tax lien, or any procedure instituted to collect a tax."

Years	Refund
2010	\$2,220.22
2011	\$ 518.33

Sincerely,

Cheryl E. Johnson, RTA

Evans, Erma



From:

Evans, Erma

Sent:

Monday, December 03, 2012 8:43 AM

To:

skanderson@me.com

Cc: Subject: Crider, Rachael; Johnson, Cheryl E RE: Need property tax bill for R 123256

Attachments:

anderson statement.pdf

Tracking:

Recipient

Read

skanderson@me.com

Crider, Rachael

Read: 12/3/2012 8:55 AM

Johnson, Cheryl E

Good morning Mrs. Anderson,

I have reviewed your account and notice we weren't able to produce a bill for the current year until your account was released from withhold status from the Galveston Central Appraisal District. The account was released on the November supplemental file received from their office. A note was added to the account from their office stating "no right to protest" however, a bill was mailed recently to the address you've provided below.

I have also added the statement above as an attachment for your viewing.

If you have further questions or concerns you may reach our office at 409-766-2481.

Sincerely,

Erma Evans, RTC

Office of Cheryl E. Johnson St. Property Tax Specialist Galveston County Tax Office 722 Moody-2nd Floor Galveston, Texas 77550 409-766-2457 (Direct) 409-766-2481 (Main) 409-765-3239 (Fax)

Erma.Evans@co.galveston.tx.us

ing the interest of the interest of the established by the property of the second of the property of the end of the following of the established by the established of the established o

No.

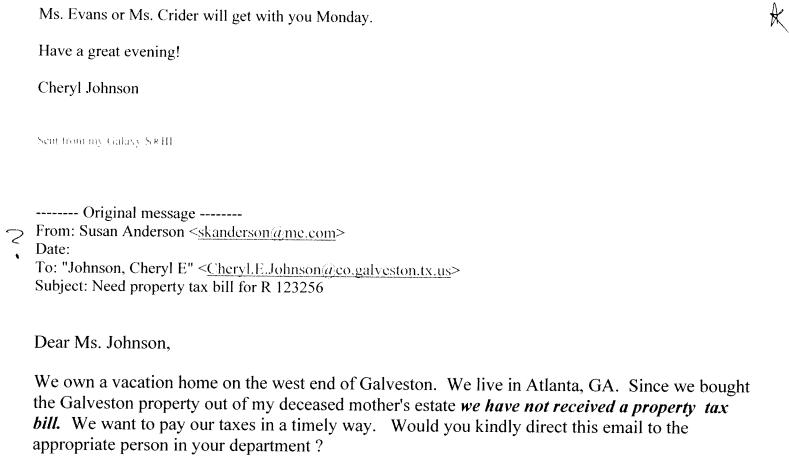
From: Johnson, Cheryl E

Sent: Sunday, December 02, 2012 4:48 PM **To:** skanderson@me.com; Evans, Erma

Cc: Crider, Rachael

Subject: RE: Need property tax bill for R 123256

Done! You can also access the account online at our website -- click on large red button.



Our billing address and primary residence is:

Richard and Susan Anderson 345 Brentwood Terrace NE Atlanta, GA 30305

my cell phone number is 612-968-9563

Thank you.

Susan Anderson



Ms. Cheryl Johnson, RTA Tax Assessor-Collector County of Galveston 722 Moody Galveston, Texas 77550

RECEIVED

DEC 0 3 2012

Open of the control of the

February 7, 2012

COLLECTIONS

Dear Ms. Johnson:

I am enclosing a check in the amount of \$11,406.87 for property taxes on parcel #5867-0005-0005-000, 3507 Petite Circle -- a beach house on the west end of Galveston Island. My husband and I bought this property out my deceased mother's estate. She and my father, William D. Kent, had been the only owners of the property prior to our ownership and paid their taxes faithfully over the course of their 40-year ownership. We have every intention of doing the same.

I am enclosing a check for the amount owed, less penalty and interest, as we never received notice of any taxes due prior to a phone call from Mark Ciavaglia, attorney on February 2, 2012. Mr. Ciavaglia told me that the tax bills were sent to 3507 Petite Circle, but there is no U.S. postal address for that address. The USPS does not deliver to addresses in Pirates' Cove. I would be much obliged if you would waive the penalty and interest as we made every effort to apprise governmental entities of our home address in Atlanta, Georgia. I personally visited the City of Galveston offices several times upon purchasing the property to ensure that all bills were sent to our Atlanta address.

I am writing the GCAD to advise of our address per the letter sent by Mr. Ciavaglia, a copy of which is attached.

Thank you for your consideration in this matter.

With kind regards,

Susan Kent Anderson

345 Brentwood Terrace NE Atlanta, GA 30305

DELINQUENT TAX STATEMENT SUMMARY





CHERYL E. JOHNSON, RTA TAX ASSESSOR-COLLECTOR 722 Moody Galveston, TX 77550 409-766-2481, 1-877-766-2284

Certified Owner:

ANDERSON RICHARD H & SUSAN E 345 BRENTWOOD TERRACE NE ATLANTA, GA 30305

Legal Description:

ABST 121 PAGE 39 & 40 LOT 5 BLK 5

PIRATES COVE SEC 3

Account No: 5867-0005-0005-000

Appr. Dist. No.: R123256

Legal Acres: .0920

Parcel Address: 3507 PETITE CIR

As of 1	Date: 12/03/2012		7		Prin	t Date: 12/03/2	2012 Printed By: EV	ANS_E
		.	IF PAID BY END C DECEMBER	OF MONTH 2012	IF PAID BY END JANUARY	OF MONTH 2013	IF PAID BY END (FEBRUARY	OF MONTH 2013
Year	Tax Units	Remaining Levy	Penalty Interest	Total	Penalty Interest	Total	Penalty Interest	Total
2010	1 2 210 330 601	\$1,641.82	\$978.54	\$2,620.36	\$998.25	\$2,640.07	\$1,017.94	\$2,659.76
2012	1 2 210 330 601	\$8,897.19	\$0.00	\$8,897.19	\$0.00	\$8,897.19	\$622.80	\$9,519.99
TO	TAL AMOUNT DUE:	\$10,539.01	\$978.54	\$11,517.55	\$998.25	\$11,537.26	\$1,640.74	\$12,179,75

Tax Unit Codes:

GALVESTON CO 2

ROAD & FLOOD 210

GALVESTON ISD 330

GALV CITY

601 GALVESTON COMM COLLEGE DIST

Pay your property taxes online by visiting http://www.galcotax.com

IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED AND THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES.

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT.

Print Date: 12/03/2012

Appr. Dist. No.: R123256

PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK AND MAKE CHECKS PAYABLE TO:

Galveston County Tax Office 722 Moody

Galveston, Texas 77550

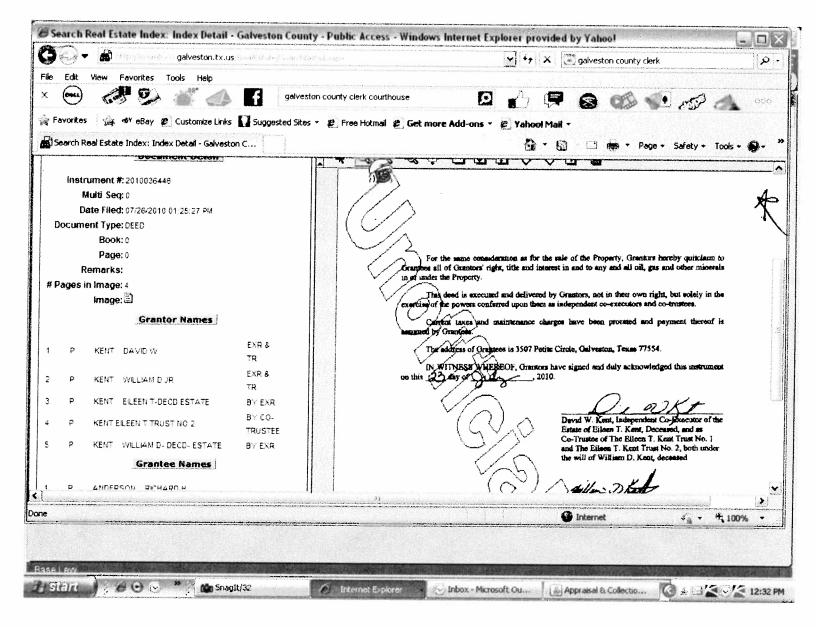
670005000

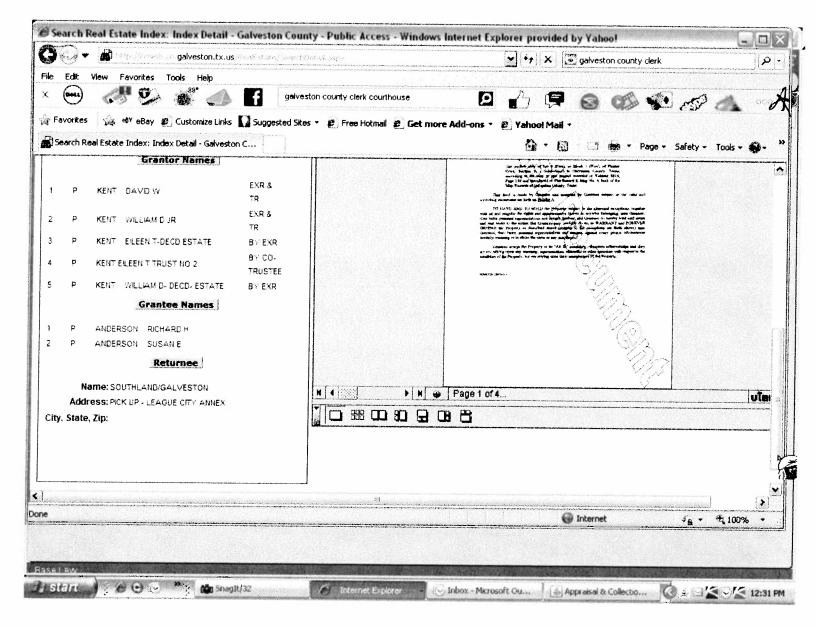
If Paid By **Amount Due** DEC 2012 \$11,517.55 JAN 2013 \$11,537.26 FEB 2013 \$12,179.75 Amount Paid:

5867-0005-0005-000

ANDERSON RICHARD H & SUSAN E 345 BRENTWOOD TERRACE NE ATLANTA, GA 30305

15.1.191





2013 R123256

U6/18/2U13 Page 1 of 2

	Curr	Current Owner									raye i oi 2
ANDERSON	SLISAN E (O0073	1016)		ADOT 400	1	Legal Description	ription		Exemptions	2	Market
345 BRENTW	345 BRENTWOOD TER ATLANTA, GA 30305	(2)		ABS1 12	1 PAGE 39 & 40	-07 5 BLI	ABST 121 PAGE 39 & 40 LOT 5 BLK 5 PIRATES COVE SEC 3	E SEC 3		353,460	460
									Entities		Assessed
				***************************************				9	GGA, R01, J01, RFL, S10, C30,	S10, C30, 353,460	460
		Siftis	Situs Address			S SOUTHWEST	THE PROPERTY OF THE PARTY OF TH	OW			
3507 DETITE	عاد		2000000						History Information	5	
GALVESTON, TX 77554	TX 77554							2012	2011	2010	2009
						Imp HS	S	\$230,960	\$170,150	\$138,160	\$115.370
		S	Sales			Imp NHS	HS	\$0	\$0	0\$	0\$
Date	Volume	Page		Sellor Name		Land HS	HS	\$122,500	\$122,500	\$122,500	\$122,500
12/27/2012	2013001937		AND AND	ANDERSON BICHARD L			NHS	\$0	\$0	\$0	\$0
07/20/2010	2010036446		KEN	KENT FILEEN T	H WACOC & LI UAK		t	\$0	\$0	\$0	\$0
12/28/2002	2003024317		NEW YEAR	KENT WILLIAM D		Ag Use	Ф	\$0	\$0	\$0	\$0
						Tim Mkt	kt	\$0	\$0	\$0	\$0
						Tim Use	Se	\$0	\$0	\$0	\$0
						HS Cap	<u>a</u>	\$0	,		·
						Assessed	pes	\$353,460	\$292,650	\$260,660	\$237,870
	100	Building	Building Attributes						Improvemente		
Construction	Foundation	Exterior	Interior	Roof	Flooring	7	Description	A 100	Van-Built		
SFC	WPI	WE	a.	00 40	200		Residential	B 17	rear built	ET Year	Value
			5	64-63	OF-VI	<u> </u>	Mein Ann				\$229,460
Heat/AC	Baths	Fireplace	Year Built	Rooms	Bedrooms		Main Area	1279	1980	1995	\$166,060
CH-CA	2	뷔	1980				Garage G	360	1980	1995	\$18,270
		Land S	Land Secretarity			5 5	Open Porch	216	1980	1995	\$5,480
SDTD Descri			e e e e e e e e e e e e e e e e e e e	WHEN SOME		2	Wood Deck	46	1980	1995	\$1,190
0	nondi	Area	Market		Ag Value	Q M	Wood Deck	119	1980	1995	\$1,790
A1 Canal		4689F	122,500	0			Wood Deck	306	1980	1995	\$4,590
							Screen Porch	437	1980	1995	\$13,870
							Concrete	474		1995	\$3,010
							Open Porch	196	1980	1995	\$4,970
							Wood Deck	196	1980	1995	\$2,940
						HB.	Metal Or Frame Boat Hr 392	oat Hr 392	1980	1995	\$7,290



Mark Henry

County Judge County of Galveston

Galveston County Courthouse 722 Moody Avenue, Galveston, Texas 77550

Roxann Lewis Executive Assistant

July 3, 2013

Susan E. Anderson 345 Brentwood Terrace NE Atlanta, Georgia 30305

Re:

Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges

on Account No. 5867-0005-0005-000.

Dear Ms. Anderson:

Our office has received your request on the above referenced matter. Your request will be brought before the Commissioners Court of Galveston. If you wish to address the Commissioners on this matter, you must appear and sign in with the County Clerk prior to the start of the meeting.

Your request will be placed on the Commissioners Court agenda for August 6, 2013. Court begins at 1:30 p.m. at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas.

Please get there early to sign in with the County Clerk so that you may address Commissioners Court. Please feel free to contact our office should you have any questions.

Please note that from time to time, there are changes in Commissioners Court meeting dates and/or times. Upon receipt of this letter, please contact the number below to provide additional contacts such as phone number and/or e-mail address, in the event that such changes should occur. Our office may contact you to advise, if necessary.

Thank you in advance for your cooperation in this matter.

Sincerely,

Mark Henry

mad lam

MH/dgm

AGENDA ITEM #39.a.7.





Cheryl E. Johnson, RTA

Assessor and Collector of Taxes Galveston County

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us



June 18, 2013

Mark Henry Galveston County Judge 722 Moody Galveston, Texas 77550

RE: Request for Waiver or Refund of Penalty & Interest

Formosa Realty LLC 0019-0091-0000-000

Dear Judge Henry:

According to the Texas Property Tax Code Section 31.01(g) "...failure to send or receive the tax bill required by this section does not affect the validity of the tax, penalty, or interest, the due date, the existence of a tax lien, or any procedure instituted to collect a tax."

There was no owner address provided to the CAD on the deed therefore no statements were received by Mr. Hwang. Once taxes went delinquent the law firms representing each entity sent out collection letters. Mr. Hwang paid county taxes but states he did not receive a bill for the DISD portion from their representative therefore did not submit payment for that entity

This delinquency was not caused by an act or omission of an officer, employee or agent of the Tax Office or Central Appraisal District.

 Year
 Waiver/Refund

 2011
 \$ 7,726.03

 2012
 \$ 3,930.11

Sincerely,

Cley E. Johnson, RTA

DICKINSON INDEPENDENT SCHOOL DISTRICT

VS.

FORMOSA REALTY, LLC.

CAUSE NO. 12TX0863

10TH DISTRICT COURT OF GALVESTON COUNTY, TEXAS

ALIAS CITATION IN DELINQUENT TAX SUIT

THE STATE OF TEXAS

TO: FORMOSA REALTY, LLC. BY SERVING ITS REGISTERED AGENT: FONG P.

HWANG

76 SANDPIPER DR

PORT LAVACA, CALHOUN County, TX 77979

THIS INSTRUMENT NOT PREPARED BY THE OFFICE OF JOHN D. KINARD DISTRICT CLERK, GALVESTON COUNTY, TX

YOU HAVE BEEN SUED. YOU MAY EMPLOY AN ATTORNEY. IF YOU OR YOUR ATTORNEY DO NOT FILE A WRITTEN ANSWER WITH THE CLERK WHO ISSUED THIS CITATION BY 10:00 A.M. ON THE MONDAY NEXT FOLLOWING THE EXPIRATION OF 20 DAYS AFTER YOU WERE SERVED THIS CITATION AND/OR ORIGINAL PETITION, A DEFAULT JUDGMENT MAY BE TAKEN AGAINST YOU.

GREETINGS:

YOU ARE HEREBY COMMANDED to appear before the 10TH DISTRICT COURT OF GALVESTON COUNTY, TEXAS at the Courthouse at Galveston, Texas, by filing a written answer with the said Court at or before 10:00 o'clock A.M. on the Monday next after the expiration of TWENTY (20) days from the date of service of this citation, then and there to answer the original petition of the Plaintiffs:

DICKINSON INDEPENDENT SCHOOL DISTRICT

as set out in the copy of said original petition filed on the and day of April, 2013 against

FORMOSA REALTY, LLC.

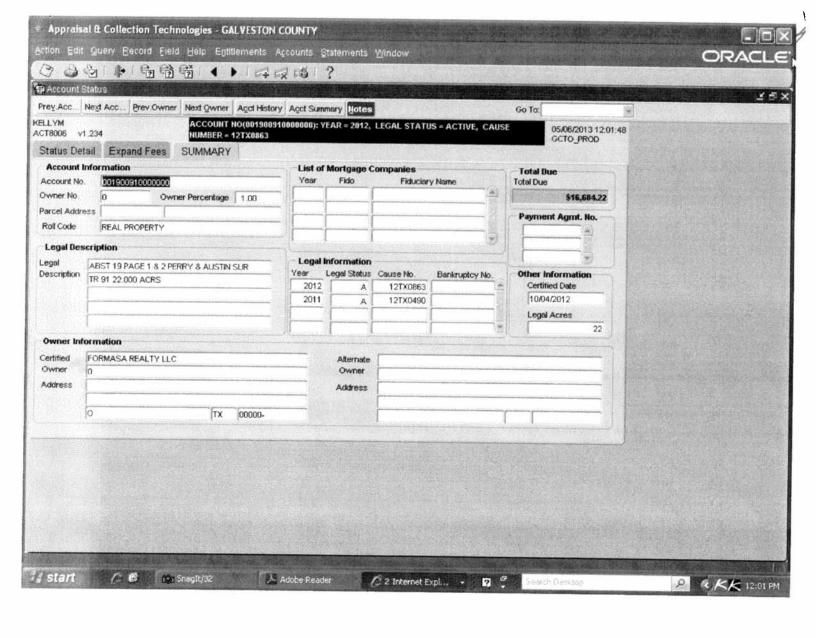
Defendant(s), said suit being numbered above on the docket of said Court, the nature of which demand is a suit to collect ad valorem taxes on property, to wit:

The property is specifically described as follows:

Property Code: 001900910000000

TRACT #1: A TRACT OF LAND CONTAINING 22.0887 ACRES, MORE OR LESS, OUT OF LOT 14, OF A SUBDIVISION OF THE PERRY AND AUSTIN UPPER LEAGUE, IN GALVESTON COUNTY, TEXAS, AS DESCRIBED IN A DEED RECORDED IN THE REAL PROPERTY RECORDS OF GALVESTON COUNTY, TEXAS UNDER CLERK'S FILE NUMBER 2008031846.

SENVED 5-8-13 Engen Merchan





0019-0091-0000-000

Formosa Realty LLC 76 Sandpiper Dr. Port Lavaca, TX 77979

March 20, 2013

361-218-6406

Galveston County Tax Office P.O. Box 1169 Galveston, TX 77553

Re: Tax Payer ID: 17328; Request for Waiver of Penalty

Dear Gentleman:

We have received notice from the Galveston County Tax Office regarding Formosa Realty LLC's failure to pay Dickinson ISD taxes for 2011 and 2012 and assessing penalties in respect of such failure in the amounts of \$4,301.71 (2011) and \$2,129.85 (2012), or in aggregate, \$6,431.59.

Our failure was due to us not receiving separate tax bills relating to Dickinson ISD taxes. We did receive the bills for the Galveston County taxes and timely paid those for both 2011 and 2012. Because we did not receive separate tax bills for Dickinson ISD, we mistakenly thought that such taxes are included in the bills we did receive and pay.

We apologize for the oversight and have already submitted cashier checks for the amounts originally due for 2011 and 2012 Dickson ISD taxes (\$8401.78 plus \$8401.78 for a total of \$16,803.56). Enclosed are copies of the checks for such amounts to Perdue, Brandon, Fielder, Collins & Mott, L.L.P.

Given the misunderstanding, we respectfully request that you waive the penalties. From now on, we will ensure that we contact you in the future to inquire about the Dickinson ISD taxes if we do not receive a bill. Please respond by mail or I can be reached by phone at 361-218-6406.

Sincerely,

Fisher Hwang

President

Encl.

TAX RECEIPT



CHERYL E. JOHNSON, RTA TAX ASSESSOR-COLLECTOR 722 Moody

Galveston, TX 77550

Certified Owner:

FORMASA REALTY LLC

O, TX 00000

Legal Description:

ABST 19 PAGE 1 & 2 PERRY & AUSTIN SUR

TR 91 22.000 ACRS

Parcel Address:

Legal Acres:

22.0000

Cause No:

12TX0863

Remit Seq No: 23460802 Receipt Date: 05/14/2013 **Deposit Date:** 05/14/2013 Print Date: 05/14/2013

Printed By: DOWNS D

Deposit No: Validation No: 619051413P 900000028162771

Account No:

0019-0091-0000-000

Operator Code:

DOWNS_D

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&1	Coll Fee Paid	Total
2012	Galveston Co	545,570	0.599915	2,518.63	327.42	426.91	3,272.96
2012	Road & Flood	545,570	0.008855	37.17	4.84	6.30	48.31
2012	League City	545,570	0.597000	2,506.39	325.83	424.83	3,257.05
2012	Mainland Coll	545,570	0.225970	948.69	123.33	160.80	1,232.82
				\$6,010.88	\$781.42	\$1,018.84	\$7,811.14

Check Number(s):

PAYMENT TYPE: PARTIAL PAYMENT

Checks:

\$7,811.14

Exemptions on this property:

Total Applied: Total Tendered:

\$7,811.14 \$7,811.14

(for accounts paid on 05/14/2013)

Change Paid;

\$0.00

REMAINING BALANCE

PAYER:

CORPUS CHRISTI HOSPITALITY LLC 901 N NAVIGATION BLVD CORPUS CHRISTI, TX 78408



PerdueBrandonFielderCollins&Mott LLP

1235 NORTH LOOP WEST SUITE 600 HOUSTON, TEXAS 77008 TELEPHONE 713-862-1860 FAX 713-862-1429 www.pbfcm.com

Michael J. Darlow

June 27, 2013

The Hon. Mark Henry County Judge Ryan Dennard, Commissioner, Precinct 1 Kevin O'Brien Commissioner, Precinct 2 Stephen Holmes Commissioner, Precinct 3 Ken Clark Commissioner, Precinct 4

> Re: Waiver of penalty and interest due to Dickinson ISD; Acct. No. 001900910000000, Formosa Realty LLC

To the Members of Galveston County Commissioners Court:

As you know, our firm represents Dickinson Independent School District (DISD) in the collection of its delinquent ad valorem taxes. We appreciate the opportunity to provide the Court with a factual review of the request to waive penalties and interest still due and owing to DISD on the above account.

THE FACTS

This matter involves the 2011 tax year, which became delinquent on February 1, 2012 and was turned over to our firm for collection in July 2012. Soon thereafter, we learned that a payment had been made on July 16, 2012. That payment was posted to county and city taxes, leaving a balance due only to DISD.

When we contacted the taxpayer to discuss the account and his situation, he was adamant that he was told that the payment he was making in early July, 2012 covered all the taxes due to all entities. It is unlikely that the Galveston County Tax Assessor-Collector's office or the law firm representing the county would have made that statement, each knowing that the amount which was paid did not include the taxes due to DISD. This is the sole basis for the taxpayer's claim for a waiver. As set forth in this letter, the request is without merit and must be denied.

The taxpayer continuously refused to pay DISD which led to a suit being filed on November 2, 2012 under Cause No. 12TX0863, styled *Dickinson Independent School District vs. Formosa Realty, LLC* in the 10th Judicial District Court of Galveston, Texas. At the end of March 2013, he requested a payoff. He mailed a payment to our office, which was only for the amount shown on the tax statement as the base tax. That payment was sent to the Tax Office and posted as a partial payment toward the total balance due to DISD. Subsequently, in May, 2013, the balance due to DISD was paid. a dismissal of our tax suit will be filed within the next 30 days.

X

THE LAW

The taxpayer argues that because he believes he was given the wrong amount due for taxes that he should not have to pay ANY of the penalty and interest, which accrued. He is wrong.

In general, the Texas Tax Code prohibits the waiver of penalty and/or interest, however, the limited authority given to the governing body of a taxing unit and the rules under which that body "shall" or "may" waive penalty and/or interest are described in § 33.011, a portion of which is below:

Sec. 33.011. Waiver of Penalties and Interest. (a) The governing body of a taxing unit:

- (1) shall waive penalties and may provide for the waiver of interest on a delinquent tax if an act or omission of an officer, employee, or agent of the taxing unit or the appraisal district in which the taxing unit participates caused or resulted in the taxpayer's failure to pay the tax before delinquency and if the tax is paid not later than the 21st day after the date the taxpayer knows or should know of the delinquency; (...)
- (d) A request for a waiver of penalties and interest under Subsection (a)(1) or (3), (b), or (h) must be made before the 181st day after the delinquency date. To be valid, a waiver of penalties or interest under this section must be requested in writing. If a written request for a waiver is not timely made, the governing body of a taxing unit may not waive any penalties or interest under this section.

CONCLUSION

Applying the facts to the law, it is clear that the taxpayer does not meet the requirements of the law because his stated reason for the waiver is not an allowed provision under the statute and he did not timely make the request or tender the payment. Based upon the foregoing, DISD respectfully requests that the Court DENY the waiver request.

ADDITIONAL ISSUE FOR CONSIDERATION

Under the current inter- local agreement with the County, DISD gives the Tax Office authority to perform the duties of the assessor collector on its behalf. Waiver of penalty and interest is not a duty or function of the assessor collector. Rather, waiver of penalty and interest is a duty only the governing body of a taxing entity is authorized to perform. In practice, all waiver requests have been sent only to the commissioner's court for consideration. DISD desires to exercise its statutory duty to consider

*

waiver requests in the future and would like to meet with Mrs. Johnson, a member of the court and the County Attorney's office to discuss how exercising this legal duty can best be accomplished.

Sincerely,

Michael J. Darlow

cc: Ryan Boone

Assistant Superintendent for Business and Operations

Dickinson Independent School District

Formosa Realty LLC 76 Sandpiper Dr. Port Lavaca, TX 77979

Yolanda Humphrey (firm)

Cheryl Johnson, Tax Assessor-Collector



Mark Henry

County Judge County of Galveston

Galveston County Courthouse 722 Moody Avenue, Galveston, Texas 77550

Roxann Lewis Executive Assistant

July 3, 2013

Formosa Realty, LLC. Fisher Hwang 76 Sandpiper Port Lavaca, Texas 77979

Re:

Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges

on Account No. 0019-0091-0000-000.

Dear Mr. Hwang:

Our office has received your request on the above referenced matter. Your request will be brought before the Commissioners Court of Galveston. If you wish to address the Commissioners on this matter, you must appear and sign in with the County Clerk prior to the start of the meeting.

Your request will be placed on the Commissioners Court agenda for August 6, 2013. Court begins at 1:30 p.m. at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas.

Please get there early to sign in with the County Clerk so that you may address Commissioners Court. Please feel free to contact our office should you have any questions.

Please note that from time to time, there are changes in Commissioners Court meeting dates and/or times. Upon receipt of this letter, please contact the number below to provide additional contacts such as phone number and/or e-mail address, in the event that such changes should occur. Our office may contact you to advise, if necessary.

Thank you in advance for your cooperation in this matter.

Sincerely,

Mark Henry

mach Com

MH/dgm

AGENDA ITEM #39.a.8.



Cheryl E. Johnson, RTA

Assessor and Collector of Taxes Galveston County

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us



June 13, 2013

Mark Henry Galveston County Judge 722 Moody Galveston, Texas 77550

RE: Request for refund of penalty & interest 6105-0000-0018-000 Walter Gamble

Dear Judge Henry:

According to the Texas Property Tax Code Section 31.01(g) "...failure to send or receive the tax bill required by this section does not affect the validity of the tax, penalty, or interest, the due date, the existence of a tax lien, or any procedure instituted to collect a tax."

Mr. Gamble states that the statements were being mailed to the probate attorney which was the address on record. The statements were forwarded by the attorney, however the taxes were already delinquent. The original homeowner is deceased and the current owner did not notify the Central Appraisal District of a new address.

Account #	Year	Refund
6105-0000-0018-000	2011	\$395.28
	2010	\$657.00

Sincerely,

Cheryl E. Johnson, RTA

Ownership Change Report

Property Types: ALL Sorted by: Property ID 10/01/2012 - 10/31/2012 Date Range:

Legal Description

Quick-Ref ID/Property ID

Taxing Units:

C30, C31, C32, C33, C34, C36, C37, C38, C40, C46, C54, C56, C58, D01, D02, F01, GGA, J01, J05, M04, M05, M07, M09, M12, M18, M29, N01, RFL, S10, S11, S13, S14, S15, T01, T02, T03, T06, T07, T08, T09, T10, T11, T12, T13, W01, W03, W04

Quick-Ref ID/Property ID		Legal Description		Taxing Units
QID: R199265 PID: 6105-0000-0018-000	U	ABST 150 PAGE 1 LOT 18 RICHARD TAYLOR SUB REPLAT	SUBREPLAT	GGA, J05, CAD, S15, C32, RFL, D02
2 2 2 2	RES 10/11/12	Current Owner Information O257886 GAMBLE SHIRLEY WALTER L GAMBLE JR IND EXEC 5701 QUADALUPE DR DICKINSON, TX 77539	Previous Owner Information	Instrument: Deed Date: Inst. Type:
		Secured: NO	Secured: NO	
QID: R157013 PID: 6115-0000-0002-000	9	ABST 13 PAGE 4 LOT G RICKE LANE		GGA,J05,CAD,S14,RFL,C33
# # X X X	OWN 10/29/12 TPR 10/29/12	Current Owner Information O466439 VALDIVIA MARTIN & EVA 4216 AVENUE M 1/2 GALVESTON, TX 77550-3949	Previous Owner Information 0155259 MALCOMESIUS NEVA HARRELL 1621 NORTHCREST DR PLANO, TX 75075	Instrument: 2012038479 Deed Date: 07/19/12 Inst. Type: WD
		Secured: NO	Secured: NO	
QID: R213947 PID: 6120_0000_0039_000	5	ABST 176 PAGE 2 LOT 39 RIDGECREST		GGA, J05, CAD, S15, C31, RFL
0000	NEW 10/09/12	Current Owner Information 00044315 GORDY JEREMY LANDAN-SPITLER 2510 CLARA LN TEXAS CITY, TX 77590	Previous Owner Information	Instrument: Deed Date: Inst. Type:
		Secured: NO	Secured: NO	
QID: R188193 PID: 6131-0000-0038-000	Ç	ABST 142 PAGE 3 LOT 38 RIDGEMONT NO 2		GGA, J05, CAD, S18, C31, RFL
* * * * *	OWN 10/30/12 RES 10/30/12	Current Owner Information 00028723 DANG ENTERPRISES 2110 JEFFERSON ST STE 101 HOUSTON, TX 77003-5100	Previous Owner Information 00051699 BANK OF NEW YORK MELLON TRST CO NA C/O GMAC MORTGAGE LLC 1100 VIRGINIA DR FORT WASHINGTON, PA 19034	Instrument: 2012039600 Deed Date: 07/19/12 Inst. Type: SWD
		Secured: NO	Secured: NO	
QID: R166944 PID: 6145-0000-0029-000	ç	ABST 19 PERRY & AUSTIN N 20 FT OF LOT 29 & SW 40 FT OF 30 RIPKE S-D NICHOLS	9 & SW 40 FT OF 30 RIPKE S-D NICHOLS	S11,GGA,J05,CAD,W01,C36,RFL
Owner Chg Reason: Owner Chg Date: Name/Addr Chg Rsn: Name/Addr Chg Dt:	TPR 10/31/12	Current Owner Information 00010018 CHEATHAM JAMES R & RACHEL K 3113 TIMBER LANE DICKINSON, TX 77539	Previous Owner Information	Instrument: Deed Date: Inst. Type:
		Secured: NO	Secured: NO	

Printed on 11/01/2012 at 12:03 PM

ACCOUNT #: 610500000018000

CAD #: R199265

D059764046815 T138 X337

GAMBLE SHIRLEY WALTER L GAMBLE JR IND EXEC C/O MABRY, HERBECK & ROBERTS PO BOX 1797 TEXAS CITY TX 77592-1797

HardhaddaaddaaHbadbdaaHdabdaaHlad

2011 Consolidated Tax Statement

Property Location: 18 RICHARDS CT 77568

Acreage .2160 Legal Description:

ABST 150 PAGE 1 LOT 18 RICHARD TAYLOR SUB

REP.AT

Appraised Land Value:

\$3,640

Improvements/Personal Property Value:

76,580

Total Market Value:

\$80,220

Homestead Cap Adjustment:

MTG-'Agent:

Sales Tax Savings: SH4.12 Assessment Ratio: 100%

Entity	Market Value	Exemptions =	Taxable Value + 100 x	Tax Rate =	Total Taxes
GALVESTON CO	\$80,220	50	\$80,220	.61294500	\$491.70
ROAD & FLOOD	S80,220	80	\$80,220	.00885500	\$7.10
LAMARQUE ISD	\$80,220	50	\$80,220	1.2400000	\$994.73
CITY LAMARQUE	\$80,220	50	\$80,220	.51436000	5412.62
DRAIN DIST #2	\$80,220	50	\$80,220	.06302100	\$50.56
MAINLAND COLL	\$80,220	50	\$86,226	.23202000	\$186.13
TOTAL 2011 TAXES					62 142 04

Current Exemptions According to Appraisal District:

Should you have questions regarding the exemptions or wish to update address or ownership information, contact the Galveston Central Appraisal District at 1 866-277-4725 or the Harris County Appraisal District at 713-957-7800 (depending on the county where the property is located).

New Payment Option Available!

PROPERTY TAX PAYMENT OPTIONS*

PAYMENT IN FULL: Must be USPS postmarked by January 31, 2012, unless you qualify for a payment option below.

SPLIT PAYMENT: Allows current year taxes to be paid in 2 equal installments without penalty and interest if proper amounts are paid by deadlines. Most governments offer this payment option. Those not participating are shown below.

INSTALLMENT PAYMENTS FOR QUALIFIED OVER-65, DISABLED PERSON & PROPERTY OWNERS DAMAGED BY GOVERNOR DECLARED DISASTER (drought): A person who is disabled or over 65 years of age may be eligible to make four equal installment payments on their homesteaded property (if you already qualify, amounts will be listed in the box below) and may also defer or delay payment. Owners of property damaged by the drought may also be eligible to make installment payments provided proper amounts are paid by due dates shown. Payment coupons for split payments and O65 and DP payment plans will be mailed by March 1, 2012.

*Please contact your mortgage company before participating in partial payment options!

Split Payment Option (1/	2 by November 30, 2011)
Entity	Amount Due
GALVESTON CO	\$491.70
ROAD & FLOOD	\$7.10
LAMARQUE ISD	\$994.73
CITY LAMARQUE	8412.62
DRAIN DIST #2	\$50.56
MAINLAND COLL	\$186.13
1ST payment by 11/30/11 of:	\$1,071.42
2 ND payment by 7/2/12 of:	\$1,071.42

	II paid ii vovi
Non-Split Pay Taxes Due (by January 31, 2012)	If paid in Decc
Tron spiritus taxes but (by Junuary 51, 5012)	If paid in Janu
	If paid in Febr
	*Our records in
Total Due January 31, 2012: \$.00	
	L

O-65, Disabled & Disaster Payment Option (1/4 by January 31, 2012)			
Payment Due Date	Amount Due		
January 31, 2012			
April 2, 2012			
May 31-2012			
July 31, 2012			

Month	2011 Taxes	Prior Year Taxes	Total
If paid in October	\$2,142.84	51,656,34	\$3,799.18
If paid in November	\$2,142.84	\$1,670.02	\$3,812.86
If paid in December	\$3,142.84	\$1,683.70	\$3,826.54
If paid in January	\$2,142.84	\$1,697.42	\$3,840,26
If paid in February	\$2,292.84	\$1,711.10	\$4,003.94

Please send this coupon with check, money order or cashier's check payable to GCTO in the enclosed envelope. Correspondence, ownership or other changes should be mailed separately to: Property Tax Dept., 722 Moody, Galveston, TX 77550.

ACCOUNT #: 6105-0000-0018-000 CAD #: R199265	Credit card checks NOT accepted. A \$25 fee will be charged for all returned checks. Select a payment option below:
GAMBLE SHIRLEY WALTER I. GAMBLE JR IND EXFC C-O MABRY, HERBECK & ROBERTS PO BON 1797 TEXAS CITY TX 77592-1797	First half split payment by 11/30/11 O65 'DP/Disaster '1 payment by 1/31/12 Full payment by 1/31/12 Please mail postcard receipt

To:

Commission Court Judge Henry

722 Moody

Galveston, Texas 77550

From:

Walter Gamble Jr. IND EXEC

Debbie Rogers Gamble 5701 Guadalupe Drive Dickinson, Texas 77539

Subject:

Account No: 6105-0000-0018-000 Waive Penalty Interest

Address: 18 Richards Cts. La Marque Texas 77568

Date:

November 6, 2012

Judge Henry, will you please waive the penalty interest paid on acct# 6105-0000-0018-000? For years the tax statements has been going to the incorrect address. Attorney Philip Roberts, (our probate attorney PO box 1797 Texas City, TX 77592) has forward the statement to our home address since Shirley Gamble (mother) died suddenly from stage 4 lung cancer. We receive the tax statement once it's delinquent. Therefore, we have paid the taxes the last 3 years on the home. Documents are included showing that the address has been corrected to our home 5701 Guadalupe Drive.

We pray that you will waive the Penalty interest on this account and forward us the refund. Having 4 kids and one irrcollege we really need it.

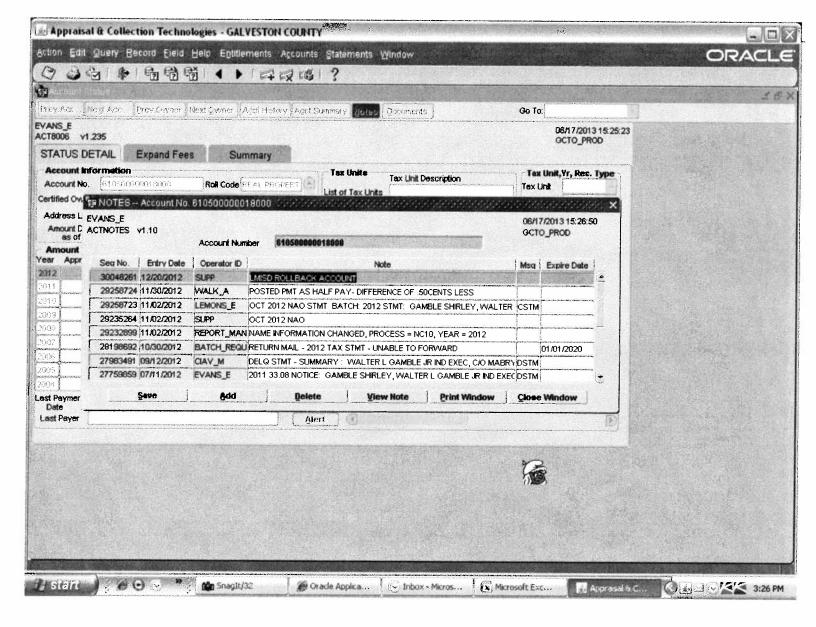
Thank you Judge Henry have a bless day.

Mr. & Mrs. Walter Gamble Jr











County Judge County of Galveston

Galveston County Courthouse 722 Moody Avenue, Galveston, Texas 77550

Roxann Lewis Executive Assistant

July 3, 2013

Walter Gamble 5701 Guadalupe Dr. Dickinson, Texas 77539

Re:

Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No. 6105-0000-0018-000.

Dear Mr. Gamble:

Our office has received your request on the above referenced matter. Your request will be brought before the Commissioners Court of Galveston. If you wish to address the Commissioners on this matter, you must appear and sign in with the County Clerk prior to the start of the meeting.

Your request will be placed on the Commissioners Court agenda for August 6, 2013. Court begins at 1:30 p.m. at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas.

Please get there early to sign in with the County Clerk so that you may address Commissioners Court. Please feel free to contact our office should you have any questions.

Please note that from time to time, there are changes in Commissioners Court meeting dates and/or times. Upon receipt of this letter, please contact the number below to provide additional contacts such as phone number and/or e-mail address, in the event that such changes should occur. Our office may contact you to advise, if necessary.

Thank you in advance for your cooperation in this matter.

Sincerely,

Mark Henry

Manh limm

AGENDA ITEM #39.a.9.



Cheryl E. Johnson, RTA

Assessor and Collector of Taxes Galveston County

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us



June 18, 2013

Mark Henry Galveston County Judge 722 Moody Galveston, Texas 77550

RE: Request for Waiver or Refund of Penalty & Interest

John Bauer

5474-0000-0001-100

Dear Judge Henry:

According to the Texas Property Tax Code Section 31.03 (a)"...The governing body of a taxing unit that collects its own taxes may provide, in the manner required by law for official action by the body, that a person who pays one-half of the units taxes before December 1 may pay the remaining one-half of the taxes without penalty or interest before July 1 of the following year."

The property owner states they misunderstood the rules for the installments and ended up sending the first payment two weeks after the deadline.

This delinquency was not caused by an act or omission of an officer, employee or agent of the Tax Office or Central Appraisal District.

<u>Year Waiver/Refund</u> 2012 \$ 261.40

Sincerely,

Cheryl E. Johnson, RTA

Leuf E. Johnson



Commissioners Court Judge Henry 722 Moody Galveston, TX, 77550 6/4/13

John Bauer 7326 Offats Point Circle Galveston Texas, 77551

Dear Judge Henry,

This is a letter to request consideration for waiving interest and penalties on the property taxes at 7326 Offats Point Circle. When preparing to pay our tax bill we were going to do the payment plan. We misunderstood the rules and ended up sending the first payment two weeks later than the deadline. We were unaware that this would cause us to be shown delinquent, and our mortgage company contacted us to let us know and that they had set up a escrow, and paid the taxes. This was quite embarrassing, and we have been working with Johnna to undue this situation. She has been a terrific help. Her professionalism and hard work are a credit to your office.

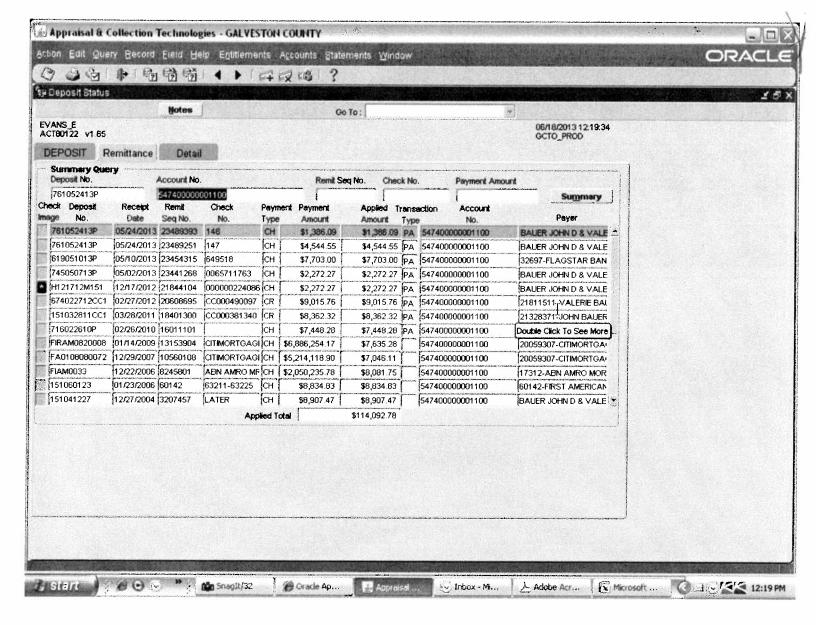
I immediately paid the taxes in full upon discovering the mistake. My wife and I both serve the Galveston community as surgeons. I practice at UTMB as a Plastic and Reconstructive Surgeon and Valerie as a Colorectal Surgeon. We fully understand that ignorance is no excuse and that late payment is unacceptable. In our defense, the reason we decided to do the payment plan was that Valerie is starting her own practice, leaving us less financially liquid than usual.

We intend to pay the taxes in full in the future and on time. I have included a document with the amount paid in penalties and interest (\$1,386), and one showing that our taxes are paid in full.

Again, I truly apologize for the late payment and hope you will consider our request for waiver. If there is anything else I can do or provide, please call. Cell: (409) 356-3920, Work: (409)772-1255

 \mathcal{A}

Yours,





County Judge County of Galveston

Galveston County Courthouse 722 Moody Avenue, Galveston, Texas 77550

Roxann Lewis Executive Assistant

July 3, 2013

John Bauer 7326 Offats Point Cir. Galveston, Texas 77551

Re:

Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No. 5474-0000-0001-100.

Dear Mr. Bauer:

Our office has received your request on the above referenced matter. Your request will be brought before the Commissioners Court of Galveston. If you wish to address the Commissioners on this matter, you must appear and sign in with the County Clerk prior to the start of the meeting.

Your request will be placed on the Commissioners Court agenda for August 6, 2013. Court begins at 1:30 p.m. at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas.

Please get there early to sign in with the County Clerk so that you may address Commissioners Court. Please feel free to contact our office should you have any questions.

Please note that from time to time, there are changes in Commissioners Court meeting dates and/or times. Upon receipt of this letter, please contact the number below to provide additional contacts such as phone number and/or e-mail address, in the event that such changes should occur. Our office may contact you to advise, if necessary.

Thank you in advance for your cooperation in this matter.

mark lom

Sincerely,

Mark Henry







Cheryl E. Johnson, RTA

Assessor and Collector of Taxes Galveston County

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us



June 18, 2013

Mark Henry Galveston County Judge 722 Moody Galveston, Texas 77550

RE: Request for Waiver or Refund of Penalty & Interest 5880-0000-0028-000

Dick Bonner & Kristine Garbo

Dear Judge Henry:

The customers states she received a bill in the mail and called the tax office to confirm the amount that was due. Since a call back was not received the customer states she was not able to pay before additional fees accrued.

There are no provisions in the Tax Code to address this issue.

This delinquency was not caused by an act or omission of an officer, employee or agent of the Tax Office or Central Appraisal District.

Years Waiver/Refund 2011 \$70.83 (refund)

Total fees for tax year 2011: \$143.15- \$72.32 (late fees) =\$70.83 (amount requested to refund)

Sincerely,

Cheryl E. Johnson, RTA

She handed it over to some one else.

Pow I don't think it is fair that

I phould pay for extra fees since

my intend was to send the payment

in August.

I am enclosing all the invoices and

you can see from chates and amount

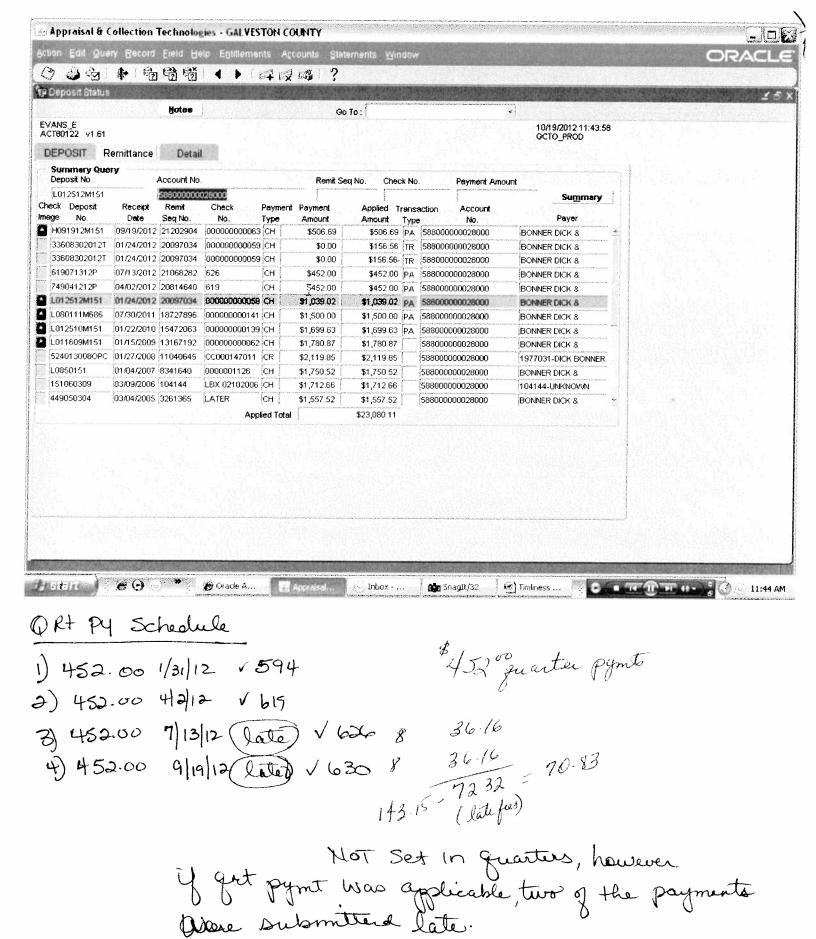
where the confusion lies.

Histine Jaros 2817313002

one asain Martha said she would

TO SITOT IT TAY COTOTIZE

on August I called to find out exeactly what I owe pince I received different bills, I received a new bill I called again and was told by Martha that she will add by Martha that was important to Set back with me before Ausust 31 st 20 I will not have to pay move interest and penalties. To phone call that was sent out on the 31 st of August. So that was no way I was able to pay in altimely machiner, Jince I received it on Sep 1 st. I called and talled to martha who couldn't remember our can ver sation but the told me







TAX ASSESSOR-COLLECTOR

722 Moody Galveston, TX 77550 409-766-2481

As of Date: 08/10/2012

Certified Owner: BONNER DICK & KRISTINE GARBO 4250 PIRATES BEACH GALVESTON, TX 77554

Account Number: 5880-0000-0028-000

Legal Description:

ABST 121 PAGE 45 LOT 28 PIRATES LANDING

Legal Acres:

.0480

Parcel Address: 604 CALICO JACK COVE

Print Date: 08/10/2012

Appr. Dist. No.: R123968 **IF PAID IN AUGUST 2012 IF PAID IN SEPTEMBER 2012 IF PAID IN OCTOBER 2012** Delinq. Rec Tax Date Remaining Penalty 33.08/33.48 Penalty 33.08/33.48 33.08/33.48 Penalty MM/YY Year Type Units Interest Levy Fees Interest Interest Fees Fees 2011 TL 08/12 \$43.51 \$3.05 \$0.00 \$9 40 \$3.48 \$3.92 \$9.49 TI. 2 08/12 \$0.77 \$0.05 \$0.00 \$0.06 \$0.17 \$0.07 \$0.17 \$162.24 TL 210 08/12 \$11.36 \$0.00 \$12.98 \$35.04 \$14.60 \$35 37 TL 330 08/12 \$77.45 \$0.00 \$5.42 \$6.20 \$16.73 \$6.97 \$16.88 601 TL 08/12 \$33.01 \$2.31 \$0.00 \$2.64 \$7.13 \$2.97 \$7.20 SUB TOTAL FOR 2011: \$316.98 \$22.19 \$25.36 \$0.00 \$68.47 \$28.53 \$69.11 TOTAL AMOUNT DUE: \$316.98 \$339.17 \$410.81 \$414.62

Our records indicate that you also have delinquent year(s) due. 2010-2010

601

GALVESTON CO

GALVESTON COMM COLLEGE DIST

ROAD & FLOOD

210

GALVESTON ISD

330 **GALV CITY**

Pursuant to Texas Property Tax Code Section 33.08, taxes that become delinquent on or after June 1 incur an additional penalty to defray costs of collection. The penalty may not exceed twenty percent (20%) of the amount of delinquent tax, penalty and interest due. The penalty is incurred on the first day of the first month that begins at least 21 days after the date the notice is sent.

If payment has already been made, please disregard this notice.

IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED AND THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES.

Pay your property taxes online by visiting http://www.galcotax.com

PLEASE CUT AT	THE DOTTED LI	NE AND RETURN	THIS PORTION WI	TH YOUR PAYMENT.

ACCOUNT NUMBER	DATE OF BILL	DURING AUGUST 2012	DURING SEPTEMBER 2012	DURING OCTOBER 2012
5880-0000-0028-000	AUGUST 10, 2012	\$339.17	\$410.81	\$414.62

PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK AND MAKE CHECKS PAYABLE TO:

Galveston County Tax Office 722 Moody

Galveston, Texas 77550

NOTE: ADDRESS CORRECTION REQUESTED

U.S. CURRENCY ONLY

Print Date: 08/10/2012

delinquent_tax_reminder v1.106

BONNER DICK & KRISTINE GARBO **4250 PIRATES BEACH** GALVESTON, TX 77554



County Judge County of Galveston

Galveston County Courthouse 722 Moody Avenue, Galveston, Texas 77550

Roxann Lewis Executive Assistant

July 2, 2013

Dick Bonner & Kristine Garbo 4250 Pirates Beach Galveston, Texas 77554

Re:

Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No. 5880-0000-0028-000

Dear Mr. Bonner & Ms. Garbo:

Our office has received your request on the above referenced matter. Your request will be brought before the Commissioners Court of Galveston. If you wish to address the Commissioners on this matter, you must appear and sign in with the County Clerk prior to the start of the meeting.

Your request will be placed on the Commissioners Court agenda for August 6, 2013. Court begins at 1:30 p.m. at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas.

Please get there early to sign in with the County Clerk so that you may address Commissioners Court. Please feel free to contact our office should you have any questions.

Please note that from time to time, there are changes in Commissioners Court meeting dates and/or times. Upon receipt of this letter, please contact the number below to provide additional contacts such as phone number and/or e-mail address, in the event that such changes should occur. Our office may contact you to advise, if necessary.

Thank you in advance for your cooperation in this matter.

Sincerely,

Mark Henry

mark limm

AGENDA ITEM #39.a.11.



Cheryl E. Johnson, RTA

Assessor and Collector of Taxes Galveston County

Galveston County Courthouse 722 Moody Avenue, Galveston, Texas 77550 Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277 Cheryl.E.Johnson@co.galveston.tx.us



July 1, 2013

Mark Henry Galveston County Judge 722 Moody Galveston, Texas 77550

RE: Request for Waiver or Refund of Penalty & Interest 3854-0192-0004-000 Jerry & Patricia Williams

Dear Judge Henry:

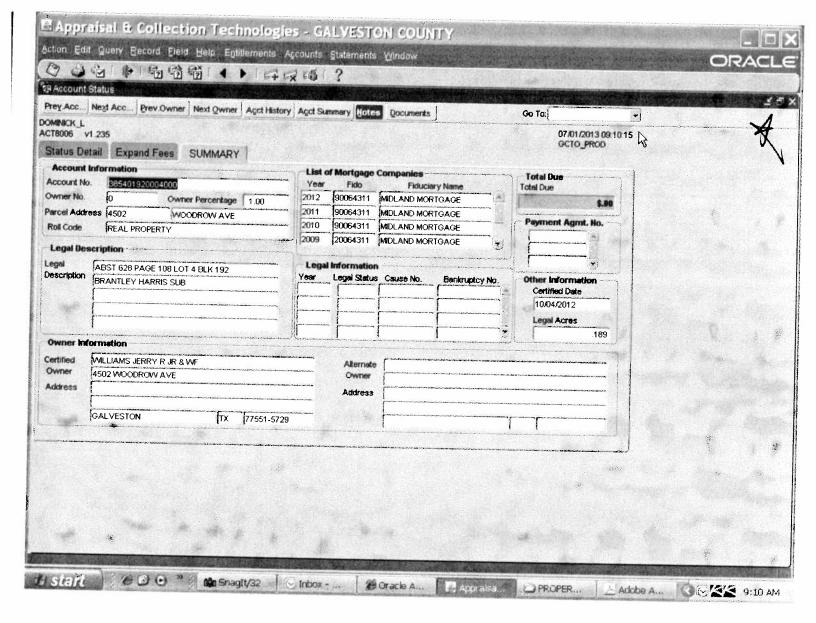
Mr. Williams states that he paid off his home in 2012. The 2012 tax statement was sent to the mortgage company as requested. Customer was not aware of unpaid taxes until he received offers from tax lien companies to pay his taxes.

According to the Texas Property Tax Code Section 31.01(g) "...failure to send or receive the tax bill required by this section does not affect the validity of the tax, penalty, or interest, the due date, the existence of a tax lien, or any procedure instituted to collect a tax."

Year Waiver/Refund 2012 \$683.85 (Refund)

Sincerely,

Cheryl E. Johnson, RTA



*

Attn: Judge Mark Henry Commissioners Court

Judge Henry:

The purpose of this communication is to request a refund for a delinquent tax fee that was paid for property at 4502 Woodrow, Galveston, Texas.

This property was paid for in the year 2012. I believe the tax statement must have been sent to Midland Mortgage Company. I received a statement in May 2013, which I paid in full immediately.

I was not aware of a delinquent amount until I received the attached letter.

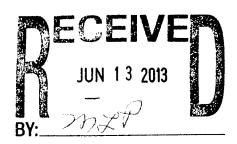
The basis for my request are:

- 1. Not properly notified of tax payment
- 2. Mortgage company received tax statement
- 3. Unaware that the tax was due.

Thank you for all considerations in refunding the delinquent amount of \$683.85 paid.

Gratefully,

Jerry and Patricia Williams.





County Judge County of Galveston

Galveston County Courthouse 722 Moody Avenue, Galveston, Texas 77550

Roxann Lewis Executive Assistant

July 3, 2013

Jerry & Patricia Williams 4502 Woodrow Avenue Galveston, Texas 77551-5729

Re:

Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No. 3854-0192-0004-000.

Dear Mr. & Mrs. Williams:

Our office has received your request on the above referenced matter. Your request will be brought before the Commissioners Court of Galveston. If you wish to address the Commissioners on this matter, you must appear and sign in with the County Clerk prior to the start of the meeting.

Your request will be placed on the Commissioners Court agenda for August 6, 2013. Court begins at 1:30 p.m. at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas.

Please get there early to sign in with the County Clerk so that you may address Commissioners Court. Please feel free to contact our office should you have any questions.

Please note that from time to time, there are changes in Commissioners Court meeting dates and/or times. Upon receipt of this letter, please contact the number below to provide additional contacts such as phone number and/or e-mail address, in the event that such changes should occur. Our office may contact you to advise, if necessary.

Thank you in advance for your cooperation in this matter.

Sincerely,

Mark Henry

mark lonny





Cheryl E. Johnson, RTA

Assessor and Collector of Taxes Galveston County

Galveston County Courthouse 722 Moody Avenue, Galveston, Texas 77550 Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277 Cheryl.E.Johnson@co.galveston.tx.us



July 1, 2013

Mark Henry Galveston County Judge 722 Moody Galveston, Texas 77550

RE: Request for Waiver or Refund of Penalty & Interest

Ronak Amin

7205-0000-0151-001, 7205-0000-0151-002 7205-0000-0151-004, 8600-0425-2923-001

Dear Judge Henry:

The property owner is requesting a waiver or refund of penalty and interest and states that he paid the third quarter of the 2011 taxes before the due date but his check was returned by the bank in error. He has submitted a letter from Moody National Bank to support that claim.

GCTO records show that his third disaster installment was originally posted timely but was reversed due to the returned check. It was repaid with penalties, along with the fourth quarter, on October 31, 2012.

There are no provisions in the Tax Code to address this issue.

This delinquency was not caused by an act or omission of an officer, employee or agent of the Tax Office or Central Appraisal District.

<u>Year</u> <u>Waiver/Refund</u> 2011 \$479.34

Sincerely,

Cheryl E. Johnson, RTA



MEMBER F.D.J.C

MICHAEL B. LERNER SENIOR VICE PRESIDENT BUSINESS & CUSTOMER DEVELOPMENTS

To whom it may concern:

10-30-12

Check # 1005 payable to Galveston County Tax Office from Hollywood Food Store (Ronak Amin)was a bank error when the check was returned NSF. Please let me know if you have any questions or concerns. You can reach me at 409-789-2972.

Thank you,

Michael Lerner

MAIN BANKING CENTER

2302 Postoffice P.O. Box 1139 Galveston, TX 77550 (409) 765-5561 PIRATES BEACH BANKING CENTER

13655 FM 3005 Galveston, TX 77554 (409) 765-5561 **BANKING CENTER LOCATIONS**

GALVESTON • ALVIN • ANGLETON • AUSTIN CLEAR LAKE • CLUTE/LAKE JACKSON DICKINSON • FRIËNDSWOOD • HOUSTON • KATY LEAGUE CITY • PASADENA • PEARLAND • SEABROOK SOUTH SHORE • SUGARLAND • TEXAS CITY



CHERYL E. JOHNSON, RTA TAX ASSESSOR-COLLECTOR 722 Moody Galveston, TX 77550

Certified Owner:

SPN ENTERPRISE LLC 7627 STEWART RD GALVESTON, TX 77551 **Legal Description:**

ABST 121 HALL & JONES SUR PT OF LOT 151 (151-1) TRIMBLE & LINDSEY SEC 1

Parcel Address:

Legal Acres: 0.3840

Remit Seq No: 21378273
Receipt Date: 10/31/2012
Deposit Date: 10/31/2012
Print Date: 07/01/2013
Printed By: CASA L

Deposit No: Validation No: 749103112P

900000026496509 **7205-0000-0151-001**

Account No: Operator Code:

OLIPHANT_W

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Coll Fee Paid	Total
2011	Galveston Co	0	0.612945	384.27	42.27	0.00	426,54
2011	Road & Flood	0	0.008855	5.55	0.61	0.00	6.16
2011	Galveston Isd	0	1.165000	730.37	80.34	0.00	810.71
2011	Galv City	0	0.554001	347.32	38.21	0.00	385.53
2011	Galveston Comm College Dist	0	0.189450	118.77	13.06	0.00	131.83
2011	Navig Dist #1	0	0.046618	29.23	3.22	0.00	32.45
				\$1,615.51	\$177.71	\$0.00	\$1.793.22

Check Number(s):

13

PAYMENT TYPE:

Checks:

\$1,793.22

Exemptions on this property:

Total Applied:

\$1,793.22

Change Paid:

\$0.00

ACCOUNT PAID IN FULL

PAYER:

SPN ENTERPRISE LLC 7627 STEWART RD GALVESTON, TX 77551

> Page 2 of 3 21.1.157



CHERYL E. JOHNSON, RTA TAX ASSESSOR-COLLECTOR 722 Moody Galveston, TX 77550

Certified Owner:

SPN ENTERPRISE LLC 7627 STEWART RD GALVESTON, TX 77551 Legal Description:

ABST 11 HALL & JONES SUR PT OF LOT 151 (151-2) TRIMBLE & LINDSEY SEC 1

Parcel Address:

Legal Acres: 0.1920

Remit Seq No: 21378273 Receipt Date: 10/31/2012 Deposit Date: 10/31/2012 Print Date: 07/01/2013 Printed By: CASA_L

Deposit No: Validation No: 749103112P 900000026496509

Account No:

7205-0000-0151-002

Operator Code:

OLIPHANT_W

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Coll Fee Paid	Total
2011	Galveston Co	0	0.612945	192.25	21.15	0.00	213.40
2011	Road & Flood	0	0.008855	2.78	0.31	0.00	3.09
2011	Galveston Isd	0	1.165000	365.40	40.19	0.00	405.59
2011	Galv City	0	0.554001	173.76	19.11	0.00	192.87
2011	Galveston Comm College Dist	0	0.189450	59.42	6.54	0.00	65.96
2011	Navig Dist #1	0	0.046618	14.62	1.61	0.00	16.23
				\$808.23	\$88.91	\$0.00	\$897.14

Check Number(s):

6134

03

PAYMENT TYPE:

Checks:

\$897.14

Exemptions on this property:

Total Applied:

\$897.14

Change Paid:

\$0.00

ACCOUNT PAID IN FULL

PAYER:

SPN ENTERPRISE LLC 7627 STEWART RD GALVESTON, TX 77551

> Page 2 of 2 21.1.157



CHERYL E. JOHNSON, RTA TAX ASSESSOR-COLLECTOR 722 Moody Galveston, TX 77550

Certified Owner:

SPN ENTERPRISE LLC **7627 STEWART RD** GALVESTON, TX 77551 **Legal Description:**

ABST 121 HALL & JONES SUR PT OF LOT 151 (151-4) TRIMBLE & LINDSEY SEC 1

Parcel Address: 7627 STEWART RD

Legal Acres:

0.6000

Remit Seq No: 21378273 Receipt Date: 10/31/2012 **Deposit Date:** 10/31/2012 Print Date: 07/01/2013 Printed By: CASA_L

Deposit No: Validation No: 749103112P

900000026496509

Account No:

7205-0000-0151-004

Operator Code:

OLIPHANT_W

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Coll Fee Paid	Total
2011	Galveston Co	0	0.612945	338.61	37.25	0.00	375.86
2011	Road & Flood	0	0.008855	4.89	0.54	0.00	5.43
2011	Galveston Isd	0	1.165000	643.58	70.79	0.00	714.37
2011	Galv City	o o	0.554001	306.05	33.67	0.00	339.72
2011	Galveston Comm College Dist	0	0.189450	104.66	11.51	0.00	116.17
2011	Navig Dist #1	0	0.046618	25.75	2.83	0.00	28.58
				\$1,423.54	\$156.59	\$0.00	\$1,580.13

Check Number(s): 6134

PAYMENT TYPE:

Checks:

\$1,580.13

Exemptions on this property:

Total Applied:

\$1,580.13

Change Paid:

\$0.00

ACCOUNT PAID IN FULL

PAYER:

SPN ENTERPRISE LLC **7627 STEWART RD** GALVESTON, TX 77551

> Page 2 of 3 21.1.157



CHERYL E. JOHNSON, RTA TAX ASSESSOR-COLLECTOR 722 Moody Galveston, TX 77550

Certified Owner:

AMIN RONAK GAUTAMBHAI 7627 STEWART RD GALVESTON, TX 77551

749103112P

Legal Description:

BUSINESS PERSONAL PROPERTY-INV, ME&FFE-TUG22

Parcel Address: 7627 STEWART RD

Legal Acres: 0.0000

Remit Seq No: 21378273
Receipt Date: 10/31/2012
Deposit Date: 10/31/2012
Print Date: 07/01/2013
Printed By: CASA_L

Operator Code: OLIPHANT_W

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	P&I	Coll Fee Paid	Total
2011	Galveston Co	0	0.612945	121.36	13.35	0.00	134.71
2011	Road & Flood	0	0.008855	1.76	0.19	0.00	1.95
2011	Galveston Isd	0	1.165000	230.67	25.37	0.00	256.04
2011	Galv City	0	0.554001	109.69	12.07	0.00	121.76
2011	Galveston Comm College Dist	0	0.189450	37.51	4.13	0.00	41.64
2011	Navig Dist #1	0	0.046618	9.23	1.02	0.00	10.25
				\$510.22	\$56.13	\$0.00	\$566.35

Check Number(s):

Deposit No:

Validation No:

Account No:

09

PAYMENT TYPE: Checks:

\$566.35

--<

Exemptions on this property:

Total Applied:

\$566.35

Change Paid:

\$0.00

ACCOUNT PAID IN FULL

PAYER:

AMIN RONAK GAUTAMBHAI 7627 STEWART RD GALVESTON, TX 77551

> Page 2 of 2 21.1.157



County Judge County of Galveston

Galveston County Courthouse 722 Moody Avenue, Galveston, Texas 77550

Roxann Lewis Executive Assistant

July 3, 2013

Ronak Amin 7627 Stewart Rd. Galveston, Texas 77551

Re:

Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges

on multiple accounts.

Dear Mr. Amin:

Our office has received your request on the above referenced matter. Your request will be brought before the Commissioners Court of Galveston. If you wish to address the Commissioners on this matter, you must appear and sign in with the County Clerk prior to the start of the meeting.

Your request will be placed on the Commissioners Court agenda for August 6, 2013. Court begins at 1:30 p.m. at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas.

Please get there early to sign in with the County Clerk so that you may address Commissioners Court. Please feel free to contact our office should you have any questions.

Please note that from time to time, there are changes in Commissioners Court meeting dates and/or times. Upon receipt of this letter, please contact the number below to provide additional contacts such as phone number and/or e-mail address, in the event that such changes should occur. Our office may contact you to advise, if necessary.

Thank you in advance for your cooperation in this matter.

Sincerely,

Mark Henry

marklam